



NOTICE TO BIDDERS, INSTRUCTIONS TO BIDDERS, BID FORM,
AGREEMENT FORM, GENERAL CONDITIONS, SUPPLEMENTARY
CONDITIONS, AND SPECIFICATIONS

FOR

**CUMBERLAND AVENUE
PHASE III**

Redevelopment Commission
City of West Lafayette
222 N. Chauncey Ave.
West Lafayette, Indiana

May 18th, 2014

SECTION 00003
CITY OF WEST LAFAYETTE, INDIANA
CUMBERLAND AVENUE PHASE III

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SECTION 00100
NOTICE TO BIDDERS

The Redevelopment Commission of the City of West Lafayette, Indiana will receive sealed bids for the **Cumberland Avenue Phase III** until the hour of **8:30 AM** local time on **June 3, 2014**, at the Office of the Clerk-Treasurer, West Lafayette Police Station, 711 West Navajo St., West Lafayette, IN 47906 for the completion of the work hereinafter listed. After said time all bids received will be taken to the Board of Works meeting at the Morton Community Center, Multi-Purpose Room, 222 N. Chauncey Ave., West Lafayette, **on June 3, 2014, at 8:30 AM** local time and there be publicly opened and read aloud. Bids received after said time will be returned unopened. No oral, telephoned, telegraphed, facsimile, or email bids or changes to bids will be considered.

This project consists of road reconstruction, storm sewer construction, new curb and gutter, universal access ramps, sidewalks, multi-use trail, landscaping, lighting, and drive approaches along Cumberland Avenue from Salisbury Street to Soldiers Home Road. A new traffic signal will be installed at the intersection of Cumberland Avenue at Salisbury Street, and the Cumberland Elementary School parking lot will be reconstructed.

Bids must be entered upon the bid form and the State Board of Accounts Form 96 (Revised 2013) submitted in triplicate with the bid and non-collusion affidavit properly executed, and must comply with the statutes of Indiana and with the rules and regulations of the State Board of Accounts of Indiana. Bids shall be in a sealed envelope marked "**Cumberland Avenue Phase III**". Forms are available at the City Engineer's Office, 222 N Chauncey Ave., Room 106, West Lafayette, Indiana.

The bid must be accompanied by a certified or cashier's check or bid bond in an amount not less than five percent (5%) of the total bid price made in favor of the City of West Lafayette, Indiana, which amount shall accrue to and become the property of the City should the Bidder, awarded the contract, fail to enter into the required written agreement and secure same with the required one hundred percent (100%) performance, payment and guarantee bond. As required by the Indiana Code, a minimum wage has been determined for this Project and will be on file at the office of the Owner at least fifteen (15) days prior to the date set for receipt of bids. Contractor shall pay the minimum wage rates as established by this Wage Scale. Said Wage Scale is a part of this Contract and is incorporated herein as fully as if here set forth.

Instructions to Bidders, General Conditions, Special Conditions, Construction Documents (Bid Set) and Specifications are on file at the Office of the Engineer. Copies may be obtained from American Structurepoint, Inc., 1241 Cumberland Avenue, West Lafayette, Indiana, (317) 547-5580.

Contractors may request a hard copy of the complete set of plans and bid documents for a fee of \$200 for one set. Alternatively, electronic copies will be provided free of charge upon request.

Bids remain in effect for sixty (60) days. The Commission reserves the right to reject any or all bids and waive irregularities of bidding.

A mandatory pre-bid meeting will be held on Tuesday, May 27, 2014, **at 10:00 AM** local time at the West Lafayette Public Library, Elm Meeting Room, 208 W Columbia St., West Lafayette, Indiana.

**CITY OF WEST LAFAYETTE
REDEVELOPMENT COMMISSION**

Judith C. Rhodes, Clerk-Treasurer

Publish: May 16th, 2014 and May 23rd, 2014

END OF SECTION

SECTION 00200

INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General conditions of the Construction Contract and Supplementary Conditions.

1.02 Project Description

“This project includes reconstruction of Cumberland Avenue from Salisbury Street to Soldiers Home Road. The existing pavement will be removed and new storm sewer, curb and gutter, asphalt pavement, lighting, and landscaping will be installed along the corridor. The traffic signal at Salisbury Street and Cumberland Avenue will be replaced, the Cumberland Elementary School parking lot will be reconstructed, and landscaping will be provided within the project limits. Cumberland Avenue will remain open to traffic during construction, and will be constructed in three phases.”

1.03 Alternates

Alternate No. 1: Street Lighting

Provide materials and labor to install the street lighting, including concrete bases, fixtures, wiring, electrical equipment, etc. as indicated on sheets 77 through 80 and the specifications.

Alternate No. 2: Landscaping

Provide materials and labor to install the landscaping, as indicated on sheets 82 through 88 and specifications.

Alternate No. 3: Pavement Section A

Provide materials and labor to install the pavement section as indicated in the plan sheets.

Alternate No. 4: Pavement Section B

Provide alternate materials and labor for alternate pavement section. Alternate pavement section shall be as shown below:

165 #/SYS HMA Surface, Type B

275#/SYS HMA Intermediate, Type B

440#/SYS HMA Base, Type B

ARTICLE 2 COPIES OF BIDDING DOCUMENTS

2.01 Refer to the Notice to Bidders for information on how and where copies of the Bidding Documents may be examined or obtained.

2.02 Complete sets of Bidding Documents must be used in preparing bids; the City of West Lafayette does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

- 2.03 The City of West Lafayette, in making copies of the Bidding Documents available does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

ARTICLE 3 QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the work, each Bidder must complete the Experience Questionnaire on the Indiana State Board of Accounts Form 96. The Bidder's financial statement shall be submitted in a separately sealed envelope, clearly marked Bidder's Financial Statement, enclosed in the sealed envelope containing the bid. The financial statement will be returned to the Bidder unopened with his Bid Security unless it is necessary to open the envelope for the purpose of determining the award. The financial statement submitted by the successful Bidder will be retained by the City.
- 3.02 Bidders who are nonresident corporations shall furnish to the City a certified copy of the Certificate of Authority to do Business in Indiana issued by the State of Indiana within 15 calendar days of notice to do so. Such notice will be given to Bidders who are nonresident corporations, to whom it appears an award will be made, and the copy of the certificate must be filed with the City before the award will be made. Failure to promptly submit this evidence of qualification to do business in the State of Indiana may be basis for rejection of the bid.
- 3.03 Each bidder must ensure that to the greatest extent feasible, opportunities for training and employment should be given to lower income residents of the project area and purchases and/or contracts for work in connection with the project should be awarded to small business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
- 3.04 Any one of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of its bid.
- A. More than one bid for the same work from one individual, firm, or corporation under the same or different names.
 - B. Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any future work of the City of West Lafayette until any such participant shall have been reinstated as a qualified Bidder.
 - C. Lack of competency and adequate machinery, plant, and other equipment, as revealed by the Financial Statement and Experience Questionnaire.
 - D. Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
 - E. Uncompleted work which, in the judgment of the City, might hinder or prevent the prompt completion of additional work if awarded.
 - F. Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of the bid opening.

ARTICLE 4 EXAMINATION OF CONTRACT DOCUMENTS, OTHER RELATED DATA, AND SITE

- 4.01 It is the responsibility of each Bidder before submitting a bid to:
- A. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
 - B. All Bidders are to inform themselves of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. The successful Bidder will not be allowed any extra compensation by reason of any matter or thing concerning which said Bidder might have fully informed himself, because of his failure to have so informed himself prior to the bidding.
 - C. Become familiar with and satisfy Bidder as to all federal, state, and local laws and regulations that may affect cost, progress, or performance of the work;
 - D. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data;
 - E. Verify for themselves the accuracy of said quantities for their bidding purposes and adjust as necessary to satisfy the accuracy of their bids. Any and all quantities listed in these construction documents are approximate and for estimate purposes only. Any estimated quantity shown as UNDISTRIBUTED, shall be included in the base bid and be used to obtain a unit price based on the anticipated quantity. In other words, where 100 LF of drain tile is shown as an undistributed item, the bidder should include that quantity in their base bid and reflect the corresponding unit price, as requested, to allow additions or deletions to the anticipated quantity as determined by field conditions;
 - F. To promptly notify Engineer of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and other such related documents. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written or email request to the City Engineer at least four (4) days prior to the date for receipt of bids;
 - G. Become aware of the general nature of the work to be performed by the City and others at the site that relates to the work as indicated in the Bidding Documents;
 - H. Correlate the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Agree at the time of submitting its bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its bid for performance of the work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents; and
 - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work.
- 4.02 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the bid is premised upon performing and furnishing the work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction

that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

ARTICLE 5 PRE-BID SCHEDULE

- 5.01 5/16/2014 1ST Advertisement to Bid and bid documents available
- 5.02 5/23/2014 2nd Advertisement to Bid
- 5.03 5/26/2014 Mandatory pre-bid meeting – Monday **May 26th, 2014 at 10:00 AM** local time at The West Lafayette Public Library, Walnut Meeting Room, West Lafayette, IN. Contact Jeromy Grenard at 765-497-2888 for information.
- 5.04 5/27/2014 Questions to be submitted for Addendum #1 due by **May 27th, 2014** via mail to American Structurepoint, Inc. c/o Jeromy Grenard, 1241 Cumberland Avenue, Suite D, West Lafayette, IN or emailed to jgrenard@structurepoint.com.
- 5.05 5/28/2014 Addendum #1 to be issued **May 28th, 2014** to all bid document holders and pre-bid meeting attendees.
- 5.06 5/29/2014 Last day for Contractor Questions. Questions to be submitted for Addendum #2 due by May 29th, 2014 via mail to American Structurepoint, Inc. c/o Jeromy Grenard, 1241 Cumberland Avenue, Suite D, West Lafayette, IN or emailed to jgrenard@structurepoint.com.
- 5.07 5/30/2014 Addendum #2 to be issued **May 30th, 2014** to all bid holders and pre-bid meeting attendees
- 5.08 6/2/2014 **BIDS DUE.** The Board of Works of the City of West Lafayette, Indiana, will receive sealed bids for the **CUMBERLAND AVENUE PHASE III** until the hour of **4:30 PM** local time on **June 2nd, 2014** at the Office of the Clerk-Treasurer, West Lafayette Police Station, 711 W Navajo Street, West Lafayette, IN 47906 for completion of the work hereinafter listed.
- 5.09 6/3/2014 Opening of sealed bids. All bids received will be taken to the Board of Works meeting in the West Lafayette Public Library, Walnut Meeting Room at **8:30 AM** local time and there be publicly opened and read aloud. Bids received after said time will be returned unopened. No oral, telephone, facsimile, or email bids or changes to bids will be considered
- 5.10 6/18/2014 Bid approved and notice to proceed given at Redevelopment Commission Meeting

ARTICLE 6 SITE AND OTHER AREAS

- 6.01 The site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the City unless otherwise provided in the Bidding Documents.

ARTICLE 7 INTERPRETATIONS AND ADDENDA

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- 7.01 No interpretation of the meaning of the Plans, Drawings, or other Contract Documents will be made to any Bidder orally. All questions about the meaning or intent of the bidding documents are to be directed to American Structurepoint, Inc. in writing, mailed to: 1241 Cumberland Avenue, Suite D, West Lafayette, Indiana or email to jgrenard@structurepoint.com. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by addenda. Addenda will be mailed or delivered to all who are known by the City of West Lafayette to have received a complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. Each bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his bid.

All questions to be submitted in writing or email by contractors no later than 120 hours before the June 2nd, 2014 4:30 PM local time submittal deadline. Contractor questions submitted past this deadline will remain unanswered and the contractor should bid the project on the available information. No addendum will be issued less than 48 hours before the submittal deadline, an addendum issued after this time will only be for delay of the bid.

- 7.02 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

ARTICLE 8 BID SECURITY

- 8.01 Each bid must be accompanied by bid security made payable to the City of West Lafayette in an amount of five percent (5%) of Bidder's maximum bid price and in the form of a certified or bank cashier's check or a Bid Bond, on the form attached, issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 The bid security of the successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the bid security will be returned. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, the City may annul the Notice of Award and the bid security of that Bidder will be forfeited. The bid security of other Bidders whom the City believes to have a reasonable chance of receiving the award may be retained by the City until the earlier of the seventh day after the effective date of the agreement or the 60th day after the bid opening, whereupon bid security furnished by such Bidders will be returned.
- 8.03 Bid security of other Bidders whom the City believes do not have a reasonable likelihood of receiving the award will be returned within seven days after the bid opening.

ARTICLE 9 CONTRACT TIMES

- 9.01 Phases I, II and III of construction shown in the maintenance of traffic plan are not to be constructed simultaneously.

The Contract shall be substantially complete on or before August 31, 2015 and final completion and acceptance shall be on or before October 1, 2015.

All landscaping activities shall be performed between the dates of August 31, 2015 and October 1, 2015.

Contract Milestones	Contract Dates
Notice to Proceed	June 18, 2014
Begin Phase II Construction	January 1, 2015
Substantial Completion (Everything except landscaping including but not limited to the traffic signal, lighting, pavement markings, and signs)	August 31, 2015
Final Completion Milestone	October 1, 2015

ARTICLE 10 LIQUIDATED DAMAGES

10.01 All construction and features necessary for the completion of the project as shown in the plans including landscaping, lighting, and seeding shall be done prior to the October 1st deadline or \$20,000 will be assessed as liquidated damages, not as a penalty, but as damages sustained.

To motivate the contractor to exceed completion dates, bonuses have been added at the following milestones for this project and have been summarized with liquidated damages in the chart below.

DAMAGES / BONUS CHART

	Due Date	Liquidated Damages (LD)	Max LD days	Bonus	Max Bonus Days	Max Bonus
Substantial Completion	8/31/2015	N/A	None	\$1,000/day	20	\$20,000
Final Completion	10/1/2015	\$20,000	N/A	N/A	N/A	N/A

ARTICLE 11 SUBSTITUTE AND "OR EQUAL" ITEMS

11.01 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by American Structurepoint, Inc. prior to **May 28th, 2014**. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the person who proposes it. The City Engineer's decision of approval or disapproval of the proposed substitution shall be final. If the City Engineer approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

11.02 Before any contract is awarded, the Bidder may be required to furnish a complete statement of origin, composition, and manufacture of any or all materials to be used in the construction of the work together with samples. These samples may be subjected to tests provided for in these specifications to determine their quality and fitness for the work.

ARTICLE 12 PREPARATION OF BID

- 12.01 The Bid Proposal Form is included with the Bidding and Contract Documents. Prepare and present the Bid Form, including a fully executed Indiana State Board of Accounts Form No. 96 (Revised 2013) together with the Additional Provisions, in accordance with the Instructions to Bidders.
- 12.02 All blanks on the Bid Form shall be completed by printing in black ink and the bid signed. A bid price shall be indicated for each bid item listed therein.
- 12.03 A bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 12.04 A bid by a partnership shall be executed in the partnership name and signed by a partner, whose title must appear under the signature, accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 12.05 A bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid by an individual shall show the Bidder's name and official address.

A bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.

- 12.06 Print all names in black ink below the signatures.
- 12.07 Acknowledge receipt of all Addenda on the Bid Form.
- 12.08 Show the address and telephone number for communications regarding the bid.

Provide evidence of authority to conduct business as an out-of-state corporation in the State of Indiana in accordance with Article 3 above. Show state contractor license number, if any.

ARTICLE 13 SUBMITTAL OF BID

- 13.01 A bid shall be submitted no later than **4:30 PM on June 2nd, 2014** at the office of the Clerk Treasurer, West Lafayette Police Station, 711 W Navajo Street, West Lafayette 47906 and shall be enclosed in a sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the bid is submitted) and name and address of Bidder, and accompanied by the bid security and other required documents. If the bid is sent through the mail or other delivery system, the sealed envelope containing the bid must be enclosed in a separate envelope plainly marked on the outside with the notation "**BID – CUMBERLAND AVENUE PHASE III**". A mailed bid shall be addressed to City of West Lafayette Clerk Treasurer, 711 W Navajo Street, West Lafayette, IN 47906 and sent by Certified Mail. Mailed bids must be clearly marked as a bid and received no later than the time fixed for receiving bids.

ARTICLE 14 MODIFICATIONS AND WITHDRAWAL OF BID

- 14.01 A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

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14.02 If, within 24 hours after bids are opened, any Bidder files a duly signed, written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the Engineer that there was a material and substantial mistake in the preparation of its bid, that Bidder may withdraw its bid and the bid bond will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents.

ARTICLE 15 OPENING OF BIDS

15.01 Bids will be opened at the time and place indicated in the advertisement or Notice to Bidders and, unless obviously nonresponsive, read aloud publicly.

ARTICLE 16 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

16.01 All bids will remain subject to acceptance for 60 calendar days after the day of the bid opening, but the City may, in its sole discretion, release any bid and return the Bid Security prior to that date.

ARTICLE 17 AWARD OF CONTRACT

17.01 The City reserves the right to reject any or all bids, including, without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional bids and to reject the bid of any Bidder if the City believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all information not involving price, time or changes in the work and to negotiate contract terms with the successful Bidder. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum figures will be resolved in favor of the words.

17.02 In evaluating bids, the City will consider whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. The City reserves the right to select any of the alternates or reject all bids at their discretion. In the event that any of these alternate bids are accepted as a part of the Proposal, the accepted alternate bid shall be part of the construction contract and binding on the Owner and the Contractor.

17.03 The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications and financial ability of Bidders to perform the work in accordance with the Contract Documents.

17.04 If the contract is to be awarded, the City will award the contract to the bidder whose bid will be in the best interests of the project.

ARTICLE 18 CONTRACT SECURITY AND INSURANCE

18.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth the City's requirements as to performance and payment bonds and insurance. When the successful Bidder delivers the executed Agreement to the City, it must be accompanied by such bonds.

18.02 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth the City's requirements as to insurance. Certificates of Insurance (and other evidence of

insurance requested by the City or other additional insured) must be furnished, as required, before beginning work.

ARTICLE 19 SIGNING OF AGREEMENT

19.01 When the City gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents, which are identified in the Agreement as attached thereto. Within 15 days thereafter, successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to the City with the required Bonds. Within ten days thereafter the City shall deliver one fully signed counterpart to successful Bidder.

ARTICLE 20 SALES AND USE TAX

20.01 The City is exempt from Indiana State Sales and Use Taxes on materials and equipment to be incorporated in the work. Said taxes shall not be included in the contract price.

ARTICLE 21 RETAINAGE

21.01 Provisions concerning retainage are set forth in the Agreement.

ARTICLE 22 WAGE RATES

22.01 Wage rates for the work shall not be less than the current State of Indiana prescribed wage scale. The prevailing wage rates applicable to the project are made a part of the Supplementary Conditions.

END OF SECTION

SECTION 00300

**BID PROPOSAL FORM
CUMBERLAND AVENUE PHASE III**

Each contractor shall complete this form and submit it with his bid. The Total Base Bid amount should include the cost necessary to complete all work described by these documents. Unit prices shall apply to addition or deductions, by change order, to the contract as required/requested by the Owner.

00300-1

CONTRACTOR _____

TOTAL BASE BID PRICE (Total of all Contract Item Prices not including Alternates #1-4)

(amount in words)

\$ _____

(amount in figures)

Schedule of Alternates:

See Section 00200 – Instructions to Bidders for further clarification of Alternates. If scope of work does not add or deduct cost indicate as \$0.00. Indicate whether amount is an “Add” or “Deduct” by circling the correct one.

Alternate No. 1 - STREET LIGHTING

(Add / Deduct) Dollars (\$ _____)

Alternate No. 2 – LANDSCAPING

(Add / Deduct) Dollars (\$ _____)

Alternate No. 3 – PAVEMENT DESIGN A

(Add / Deduct) Dollars (\$ _____)

Alternate No. 4 – PAVEMENT DESIGN B

(Add / Deduct) Dollars (\$ _____)

RECEIPT OF ADDENDUM (NUMBERS) _____

Additional Provisions

1. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

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2. Bidder agrees that once the Notice to Proceed is issued, work will be substantially complete by August 31st, 2014.
3. The following documents are attached to and made a condition of this Bid:
 - a. Required Bid Security in the amount of five percent (5%) of the Bid in the form of a certified or cashier's check, or a bid bond. The Bid Security will be retained or returned in accordance with Article 8 of the Instructions to Bidders.
 - b. Required executed copy of Bidder's Qualification Statement with supporting data.
 - c. Required Bidder's Financial Statement.
4. The terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions to Bidders.
5. Accompanying this Bid is a certified check, a bank cashier's check, or bid bond which shall become the property of the City of West Lafayette, Indiana, if this Bid shall be accepted by the City of West Lafayette, Indiana, and the undersigned bidder fails to furnish the required bonds and insurance within fifteen (15) days and to enter into a Contract within thirty (30) days after the City's acceptance of this Bid.

IN WITNESS WHEREOF, this Bid is hereby signed and sealed as of the date indicated.

Bidder:

Date: _____

By: _____

Printed name of signer

Title of signer

END OF SECTION

00300-3

CONTRACTOR'S BID FOR PUBLIC WORK – FORM 96

00300-4

SECTION 00500
AGREEMENT FORM
CUMBERLAND AVENUE PHASE III

This agreement, made this **18th** day of **June, 2014** at West Lafayette, Indiana, by and between the Redevelopment Commission for the City of West Lafayette, Indiana (hereinafter referred to as the "City") and _____(hereinafter referred to as the "Contractor").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City and the Contractor agree as follows:

Article 1: SCOPE OF WORK

The Contractor shall furnish all labor and tools and equipment and do all things required for complete installation, construction, and grading in accordance with the plans and specifications. The plans and specifications shall be on file in the office of the City Engineer.

Article 2: PAYMENT

The City shall pay to the Contractor, in full and complete payment for all performance of the Contract, in current funds. The estimated sum of \$_____ defined as the contract price, and computed from the Contractors Bid included herein. The final contract price will be the result of the actual installed quantities of materials multiplied by the corresponding contract unit prices. Variance from the estimated plan quantities will be done by change order for any additions or deletions to the contract as determined by the work and approved by the Redevelopment Commission.

Said contract price shall be paid to the Contractor in installments in the manner provided in, and under conditions of, the General Conditions.

If litigation is commenced to enforce any term of this contract, the prevailing party is entitled to receive litigation costs including reasonable attorney fees.

Article 3: CONTRACT DOCUMENTS

The contract documents include this agreement, current wage rate table, the General Conditions, Special Conditions, Materials Specifications, the Contractor's maintenance bond, and the Contractor's certification of insurance, together with plans and any subsequent addenda.

Said documents are hereby incorporated into and made a part of this agreement the same as if herein fully set forth.

Article 4: SEVERANCE

The intent of the parties is that this agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed

severable in the sense that the voidance of any part or portion shall not void the remainder.

It is understood and agreed that partial payments may be made for the mutual convenience of the City and Contractor but shall not be construed as the City's acceptance of a part or portion of the work. Acceptance is to only in the manner prescribed in the General Conditions.

Article 5: RECORDS

The Contractor will maintain proper records for review by the City.

Article 6: DATE OF COMPLETION

The Contractor agrees that he will have the work contained in this contract substantially complete on or before August 31, 2014 and finally complete on or before October 1, 2014.

IN WITNESS WHEREOF we have set our hands the day and year first above written.

CONTRACTOR:

Name, Title

Company Name

REDEVELOPMENT COMMISSION:

Larry Oates, President

Stephan Curtis

Peter Gray

Johari Miller-Wilson

Lawrence Oates

Bob Schauer

Janet Elmore

Thomas L. Brooks, Jr.

ATTEST: Judith C. Rhodes, Clerk-
Treasurer

END OF SECTION

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SECTION 00700

STANDARD GENERAL CONDITIONS

*TO GOVERN CONSTRUCTION, REPAIR AND MAINTENANCE
CONTRACTS WITH THE CITY OF WEST LAFAYETTE, INDIANA*

**Adopted July 13, 2009 by the Board of Public Works and Safety
of the City of West Lafayette, Indiana**

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ARTICLE 1 SCOPE

- 1.01 Contractor shall furnish all labor and materials, equipment, services, tools, fuel, water, electricity, transportation and all other items necessary for, and incidental to, complete construction of the work, and shall do all things required by the contract documents.
- 1.02 Contractor shall procure all permits and licenses and pay all charges and fees in connection there-with, and shall give all notices, necessary for, and incidental to, lawful prosecution of the work.
- 1.03 The General Conditions apply equally to all classifications of work.

ARTICLE 2 DEFINITIONS

- 2.01 City refers to the City Engineer of the City of West Lafayette, Indiana, and is the Owner's Representative.
- 2.02 Contractor is identified in the written agreement.
- 2.03 Subcontractor is a person, firm or corporation undertaking a portion of the work by virtue of an agreement with the Contractor. A subcontractor bears no contractual relationship to the City and under the City-Contractor agreement is deemed an employee of the Contractor.
- 2.04 Engineer refers to American Structurepoint, Inc. and its Inspector.
- 2.05 Plans refer to the approved drawings, profiles, sections, details and notations issued by the City as the basis for bidding and for construction of the project.
- 2.06 Specifications the written directions, provisions, requirements and instructions, together with all material incorporated therein by reference, pertaining to the work and issued by the City as supplemental to the plans.
- 2.07 Working drawings refer to data sheets, shop and setting drawings, erection drawings, false work drawings, coffer dam plans, bending diagrams for reinforcing steel, and supplemental plans and that which the Contractor is required to submit to the Engineer for approval.
- 2.08 Contract documents include the written agreement between the City and the Contractor together with all Modification Agreements, the plans and specifications together with all addenda, the Contractor's bid, performance bond and certificate of insurance, the Advertisement for Bids, the Instruction to Bidders, these General Conditions, the Special Conditions, and the working drawings.
- 2.09 Project refers to the improvements which are the subject to the contract documents.
- 2.10 Site is the field location of the project.
- 2.11 Work includes all performance required of the Contractor under the Contract Documents. It also includes all materials, labor, tools, equipment, services, fuel, water, electricity, transportation, apparatus, controls, services, and related items which are necessary, or are customarily furnished, for proper

and complete construction, erection and installation of materials, equipment and systems.

- 2.12 Extra Work includes any work by the Contractor in addition to that required by the Contract Documents, when secured by a written Modification Agreement executed by the City and by the Contractor.
- 2.13 Addendum (plural Addenda) is a correction of, addition to, modification of, or clarification of the plans and specifications, and is issued by the Engineer prior to the time set for receiving bids.
- 2.14 Modification Agreement is a written pact between the City and the Contractor, pertaining to the project, and entered subsequently to the signing of the contract.
- 2.15 Approved or Approval refers to an act of the Engineer unless the wording in context refers specifically to another.
- 2.16 Or Equal or Equal To refers to favorable comparison to a specific standard and is by decision of the Engineer.
- 2.17 Graphic Symbols are as defined, or indicated by notation, on the plans and working drawings.
- 2.18 Any technical term or abbreviation which is not defined in the contract documents shall be construed according to its usage in the edition of Indiana Department of Transportation Standard Specification current at the time of signing of the contract.

ARTICLE 3 CODES AND ORDINANCES

- 3.01 The following codes and standards insofar as they pertain to field construction shall govern the work, except that in any case of conflict with the General Conditions or with the plans and specifications said General Conditions and plans and specifications shall govern:
 - A. Edition of the Indiana Dept. of Transportation Standard Specifications current at the time of signing the bids, except that the work "Dept." as used therein shall be changed to "City"
 - B. The edition of the American Concrete Institute Code current at the time of signing the bids
 - C. The edition of the American Institute of Steel Construction Code current at the time of signing of the bids
 - D. Rules and regulations of the Dept. of Fire & Building Services, the State Board of Health of Indiana, and the State Fire Marshal
 - E. Codes and Ordinances of the City of West Lafayette, Indiana
 - F. Laws of the United States and statutes of Indiana

ARTICLE 4 COORDINATION

- 4.01 The Contractor shall give not less than 72 hours advance notice to the Police Department, the Fire Department and emergency ambulance services before

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blocking off of any traffic lane, and shall notify said departments when such blockage is removed.

- 4.02 Contractor shall not permit drainage of surface water, storm runoff water, or water standing in any pond or excavation, into any sewer before completion of the project and shall bear all costs of damages to the sewer and to properties connected to such sewer should such drainage into a sewer occur.

ARTICLE 5 PLANS AND SPECIFICATIONS

- 5.01 It is the intent of the plans and specifications that each compliments the other in describing the work. What is called for by one shall be as binding as if called for by both.
- 5.02 It is the intent of the plans and specifications that items which, in the knowledge of craftsmen skilled in the trade, or which are generally known to be necessary to the adequacy or function of the finished project, or which are made mandatory by code, ordinance or statute and are, therefore, included by reference to such code, ordinance or statute, shall be furnished and installed without extra charge even though not specifically mentioned in the contract documents.
- 5.03 In event of discrepancy between the documents the Engineer's interpretation, delivered in writing, shall be a condition precedent to litigation.
- 5.04 Plans and specifications are prepared in such manner as to facilitate the letting of separate contracts. In each separate contract with the City the word "contractor" shall be used as herein defined: in no case shall it be construed as referring to a subcontractor.

ARTICLE 6 SEVERANCE

- 6.01 The contract is deemed several in the sense that voidance of any part or portion shall not void the remainder. It is deemed entire in the sense that the intent is to establish one price for the doing of the whole work; partial payments are not allocated absolutely to certain parts of the work but are made for the mutual convenience of the Contractor and the City. Partial payment shall not be construed as final acceptance of work done or of any material incorporated into the construction.

ARTICLE 7 CLASSIFICATIONS OF CONSTRUCTION, SEPARATE CONTRACTS

- 7.01 The City shall have the right to engage separate contractors for different classifications of construction, and at any time during the construction period, or thereafter, to engage others for work pertaining to construction or occupancy and not already under contract, and each shall have right of access to the project.
- 7.02 It shall be the duty of each contractor to coordinate his work with that of others, and to place his work in such manner that no extra work or extra expense is placed upon others. Each shall do such cutting and patching as is necessary to receive his work, and shall patch, or integrate into the construction, such cutting to the satisfaction of the City, and shall bear full

guarantee responsibility for his cutting and patching of the work of others. Each contractor shall be responsible for excavating to receive his own work and for backfilling such excavation to the standards of the construction specifications.

7.03 Where the work of two (2) or more contractors is interdependent for final function, and such final function is impaired by reason of failure of coordination between contractors, the entire cost of correction shall be borne by the contractor responsible. The Engineer shall decide such issues and his written decision shall be a condition precedent to litigation.

7.04 Where damage to the project or any of its component parts occurs in consequence of defective materials or workmanship, or of defective or malfunctioning part or mechanism, the contractor responsible for the initial installation of such material, workmanship, part of mechanism shall bear all costs of repair of such damage. The Engineer shall decide such issues and his written decision shall be a condition precedent to litigation.

ARTICLE 8 BOND, INSURANCE, LEGAL RESPONSIBILITY, AND PUBLIC SAFETY

8.01 The Contractor shall furnish to the City an acceptable performance and payment bond in the amount of one hundred percent (100%) of the contract price including subsequent modifications of work and contract price. Said bond shall secure the Contractor's performance, and payment of labor, materials, subcontractors, supplies and any furnishing service. Bid bond shall be written by a surety authorized to do business in the State of Indiana and who maintains at least one (1) established place of business, in the State and in a location of which the continuance is not dependent upon decision of individual personnel of the Surety within the State.

8.02 The City of West Lafayette's risk management strategy requires the contractor provide us with evidence of insurance that meets the minimum requirements listed below for this project. This coverage must be placed with an insurance company with an A.M. Best rating of A-:VII or better. Please provide a Waiver of Subrogation in favor of the City of West Lafayette, Indiana as it pertains to Commercial General Liability, Workers Compensation, and Automobile Liability.

8.03 Insurance Requirements:

(a) Commercial General Liability (Occurrence Form)

Each Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000
(other than Prod/Comp Ops Liability)	
Personal & Advertising Injury Liability	\$1,000,000

Coverage shall be subject to a per project or vendor general aggregate provision that names all jobs performed by subcontractor if applicable. The City of West Lafayette, Indiana must be named as an Additional Insured per ISO forms CG2010 and CG2037 or their equivalent. The insurance will be

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considered primary and noncontributory before any other applicable coverage. Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.

accident (b) *Automobile Liability* \$1,000,000 each

If subcontractor at any time transports hazardous materials, subcontractor shall carry appropriate auto pollution coverage. Hired and Non-Owned auto liability coverage is to be included. The insurance will be considered primary and noncontributory before any other applicable coverage. Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.

(c) *Workers Compensation and Employer's Liability*

	Worker's Compensation	State Statutory Limits
	Employer's Liability	
accident	Bodily Injury by Accident	\$1,000,000 ea.
	Bodily Injury by Disease	\$1,000,000 policy limit
employee	Bodily Injury by Disease	\$1,000,000 ea.

Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.

(d) *Umbrella Liability*

Each Occurrence and Aggregate \$1,000,000

(e) *Professional Liability* (Applicable for Professional Services only rendered to the City) All subcontractors performing design, engineering, surveying, testing, or other professional services shall carry professional liability (errors and omissions) insurance. This policy shall provide at least \$1,000,000 for each occurrence and \$2,000,000 aggregate.

- 8.04 The Contractor shall secure, and maintain throughout the life of this contract, such insurance as will protect himself, the City and the Engineer from claims for bodily injury, death or property damage, arising from the Contractor's operations under the contract documents. Policies shall include the standard rider for coverage under Paragraph 8.03 of Article 8 of these General Conditions. Each policy shall contain a clause providing that such policy shall not be canceled by the insurer until after 30 days written notice, to the City, of intent to cancel. The Contractor shall not commence construction, or any operation pertaining thereto, until he has obtained all insurance required by this paragraph and shall have filed with the City either the insurer's certificate of such insurance or certified copies of the policies.
- 8.05 Indemnity: The Contractor shall indemnify and save harmless the City and agents and employees of the City, and the Engineer and agents and employees of the Engineer, from and against as allowed by law every loss and expense incurred by the City and agents and employees of the City and the Engineer and agents and employees of the Engineer, these and any of

them, on account of claim, demand, payment, suit, action, judgment or recovery occurring by reason of, or out of, the work. Said indemnity shall be in the full amount of recovery had against the City and agents or employees of the City and the Engineer and agents and employees of the Engineer, these and any of them, plus such expense as may be incurred in determining and defending against such action, and plus legal fees of Defense Counsel.

- 8.06 Patents and Royalties: If the Contractor uses any design, device, material, method or process covered by patent or copyright he shall provide for such use by legal agreement with the holder of the patent or copyright and shall pay all fees and charges pertaining thereto.

ARTICLE 9 USE OF SITE

- 9.01 The Contractor bears full responsibility for prevention of injury to or destruction of streets, roads, pavements, drives, curbs, parking areas, ponds, graded areas, walkways, fences, signs, plantings and beddings, trees and shrubbery, grass, walls, buildings, structures, wires, poles, guys, foundations, conduits, pipes, mains, sewers, and all appurtenances, apparatus and construction pertaining thereto, and all items of existing construction of whatsoever nature, and shall bear all costs of satisfactory repair, replacement or restitution without additional compensation from the City.

ARTICLE 10 MATERIALS AND TESTING

- 10.01 Only materials approved by the Engineer as conforming to the plans and specifications shall be used in construction. Approval of a source shall not constitute acceptance of all materials from that source.
- 10.02 The Contractor shall provide such facilities as the Engineer may require for collecting and forwarding of samples. All samples shall be furnished by the Contractor without charge.

ARTICLE 11 WORKMANSHIP

- 11.01 Workmanship shall be to the best quality of each trade involved.

ARTICLE 12 PROSECUTION AND PROGRESS

- 12.01 Construction shall start within the ten (10) calendar days following consecutively after the Engineer's issuance of the notice to proceed, or as soon after said ten (10) days as weather and site conditions shall permit.
- 12.02 Should the Contractor fail to deploy at the site during normal working hours sufficient labor, equipment and materials to take full advantage of permissive weather and site conditions, or shall perform construction unsuitable or in a reckless or irresponsible manner, or shall neglect or refuse to remove unsuitable construction and replace same with approved construction, or shall discontinue all or any part of construction before completion without approval of the Engineer, or shall fail to pay bills pertaining to the work, or shall become unable adequately to finance the work, the following rights shall accrue to the City:

- A. The right to refuse further payment as long as the Contractor's delinquency shall exist, and
- B. The right to notify the Contractor or Surety, or both, that such delinquency exists and to specify what action shall be taken by the Contractor or Surety, or both. If the Contractor or Surety shall not, within the fourteen (14) calendar days following consecutively after the day of such notice, proceed in accordance therewith, and thereafter continue diligently in accordance therewith, the City shall have the right to take all or any part of the work out of the Contractor's hands. The City shall then have the option of employing others to finish such work or of turning such work over to the Surety for completion. All costs, legal fees and engineering fees thereby incurred by the City shall be deducted from the unpaid balance of the contract price, and, if such unpaid balance is insufficient or non-existent, shall lie against the bond.
- C. The rights stated under (a) and (b) above are not mutually exclusive. The City may exercise any or all of said rights, or may exercise the rights stated under (a) and, at a later date exercise the rights under (b).
- D. The Contractor shall have no additional compensation on account of the City's exercise of rights under (a) and (b) above.

ARTICLE 13 CONTRACTOR'S PROCEDURES AND METHODS

- 13.01 The Contractor is an independent contractor. Construction procedures and methods are at Contractor's option, subject only to quality of materials used and that the finished construction meet the standards of the plans and specifications.
- 13.02 Neither the City nor the Engineer shall be deemed responsible for construction methods or procedures used by the Contractor, nor for the adequacy of safety of construction methods or procedures used by the Contractor.

ARTICLE 14 ACCEPTANCE OF CONSTRUCTION

- 14.01 It is the intent of the contract documents to provide for a completed project. It is the intent of the contract documents that one (1) price be established for the doing of the whole work. The Contractor is an independent contractor, responsible for constructing and turning over to the City the project completed and in accordance with plans and specifications.
- 14.02 No action of the City, its officials, or its agents or employees, and no action of the Engineer or any agent or employee of the Engineer, shall constitute final acceptance of portions or parts of the project, or of workmanship of a portion or part, or of a material installed.
- 14.03 Upon completion of the project the Contractor shall so notify the Engineer. The Redevelopment Commission of the City of West Lafayette, Indiana, shall then inspect the project and furnish to the Contractor a written list of exceptions, if any. When such exceptions, if any, have been corrected by the Contractor, construction shall be deemed complete. The Board shall then furnish to the Contractor a written acceptance of the project.

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ARTICLE 15 EXTRA WORK

15.01 All modification agreements shall be in writing.

ARTICLE 16 PAYMENT

16.01 Partial payments will be made, subject to restrictions stated elsewhere in these General Conditions, in such manner that the total of such payments shall at no time prior to final payment exceed ninety percent (90%) of the Contractor's investment in the work or of the contract price, whichever is the smaller.

16.02 Such payments shall be due and payable on or before the tenth (10th) day of each calendar month on application submitted on or before the first (1st) day of such month.

16.03 Each request for payment shall be supported by an itemized statement listing the following:

- A. Original contract price
- B. Modification agreement prices
- C. Current contract price
- D. Total cumulative value of work done
- E. Deduction of five percent (**5%**) of such total cumulative value
- F. Net amount earned
- G. Deduction of previous payments
- H. Amount of payment to be made

16.04 Each request shall be supported by the certificate of the Engineer.

16.05 **Five** percent (**5%**) of the contract price including extras and credits, shall be withheld during the sixty (60) calendar days following consecutively after the date of acceptance of the project and shall be due and payable on the sixty first (61st) day. The Board of Public Works and Safety may, at its discretion, waive the sixty (60) day withholding period upon Contractor's submittal of evidence of payment of all claims pertaining to the work, or submittal of waivers of lien executed by creditors.

16.06 The City shall have the right to withhold from amounts due the Contractor sufficient sums to pay all labor, subcontractors, materials suppliers and those furnishing services, and such amounts as the City may deem necessary to protect its interest on account of:

- A. defective work;
- B. claim filed or reasonable evidence of a claim to be filed;
- C. failure of the Contractor to make payments properly to labor, subcontractors, materials suppliers and others in interest;

- D. a reasonable doubt that the work can be completed for the unpaid balance; and
- E. failure, or refusal, of the Contractor to expedite the work in compliance with the contract documents.

16.07 Total payment to the Contractor will not exceed \$1,250,000 for any and all work performed prior to December 31st, 2014. Any work performed by the Contractor exceeding \$1,250,000 prior to December 31st, 2014 will be paid after January 1st, 2015.

ARTICLE 17 ASSIGNMENT

17.01 The Contractor shall not assign the contract or monies due under the contract without written consent of the City.

ARTICLE 18 USE OF SUBCONTRACTORS

18.01 The Contractor shall have the right to employ subcontractors for a reasonable amount of the work, and his selection of individual subcontractors shall not be subject to review by, or approval of, the City.

18.02 No contractual relationship, pertaining to the work, shall exist between the City and any subcontractor. No act of supervision or inspection, or any approval or acceptance given, shall be taken as implying a contractual relationship between the City and any subcontractor. A subcontractor is to be deemed an employee of the Contractor. The Contractor shall bear full responsibility for the actions of subcontractors, the same as for other employees of the Contractor.

ARTICLE 19 DISCIPLINE

19.01 The Engineer shall have the right to require removal from the project of employees of the Contractor for overt incompetence, recklessness, negligence, damage to work, or for language, habits, manners or acts offensive to the community.

19.02 No intoxicating beverages shall be permitted on the site. The Engineer shall have the right to require dismissal of any employee appearing to be under the influence of alcohol.

ARTICLE 20 CLAIMS FOR EXTRA WORK

20.01 No claim for extra compensation shall be allowed where based upon failure of the Contractor to understand the plans and specifications, nor upon failure of the Contractor to discover work noted upon the plans or in the specifications.

20.02 No claim for extra compensation shall be allowed where based upon an oral agreement. All agreements shall be in writing and signed by all parties to the contract.

ARTICLE 21 DISCHARGE OF CONTRACT

- 21.01 The contract shall be considered as discharged when each and every one of the following conditions have been met:
- A. All construction has been completed and has been accepted by the City.
 - B. Payment in full has been made.
 - C. The guarantee period has expired and no exceptions, given to the Contractor in writing prior to the expiration of the guarantee period, remain uncorrected.
 - D. The provisions of Article 8, Paragraph 8.03 are met either by judgment or settlement or by an applicable statute of limitations.

ARTICLE 22 EXISTING FACILITIES

- 22.01 Wherever the contract documents require connection to, interception of, revision of, or alterations of any existing facility it shall be the duty of the Contractor to uncover such points of connection, interception, revision or alteration before commencing construction related thereto or dependent thereon and to verify the size, location, dimension, elevation and gradient of such existing facility. The Contractor shall notify the Engineer of such findings and, if a discrepancy is found between actual and anticipated conditions, shall not commence related construction until instructions are received from the Engineer and the contract price adjustment, if any, has been agreed to in writing.
- 22.02 Should the Contractor fail to comply with the above provision, and all or any part of the project be impaired by reason of a discrepancy between actual and anticipated conditions, the Contractor shall bear the entire expense of correction and shall receive no compensation thereof.

ARTICLE 23 OPEN COMPETITION

- 23.01 Where in the plans and specifications certain materials, trade names, catalog numbers or articles of certain manufacture are mentioned it is done for the purpose of establishing standards of quality, performance, durability and efficiency and is not to be construed as limiting competition. Other name materials may be used if in the opinion of the Engineer they are equal in quality, performance, durability and efficiency to those mentioned, and are of a design in harmony with the work as outlined, and the Engineer gives written approval of a substitution before such articles are ordered by the Contractor.

ARTICLE 24 GUARANTEE

- 24.01 The Contractor shall guarantee against defects in materials and workmanship for a period of **one (1)** year commencing with the date of final acceptance of the finished project by the West Lafayette Board of Works and Public Safety. The Contractor shall satisfactorily repair or replace any and all defective materials, whether because of the material or the workmanship of installing it, and shall satisfactorily repair or replace any and all defective or malfunctioning parts and mechanisms, all without cost to the City, during the guarantee period. Contractor shall bear all costs of satisfactorily repairing damage to the project, its component parts, and to property, where such

damage is a direct result of defective materials or workmanship or of any defective or malfunctioning part of mechanism installed by the Contractor.

- 24.02 This guarantee shall be secured by a one (1) year extension of the Contractor's performance bond. The guarantee is a part of the contract and is not to be in a separate writing.

ARTICLE 25 NON-DISCRIMINATION

- 25.01 The Contractor shall, in hiring, comply with the Federal and State statutes and regulations pertaining to nondiscrimination in hiring, and in hiring shall not discriminate on account of race, creed or color.

City of West Lafayette Provisions Required in all Contracts

1. Prevailing party – attorney fees

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

2. Engaging in activities w/Iran

By signing this Contract, [Contractor] certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

3. E-Verify

Contractor shall comply with E-Verify Program as follows:

a. Pursuant to IC 22-5-1.7, **Contractor** shall enroll in and verify the work eligibility status of all newly hired employees of **Contractor** through the E-Verify Program (“Program”). **Contractor** is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

b. **Contractor** and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that **Contractor** or its subcontractors subsequently learns is an unauthorized alien. If **Contractor** violates this Section 7(b), the City shall require **Contractor** to remedy the violation not later than thirty (30) days after the City notifies **Contractor**. If **Contractor** fails to remedy the violation within the thirty (30) day period, the City shall terminate the contract for breach of contract. If the City terminates

the contract, **Contractor** shall, in addition to any other contractual remedies, be liable to the City for actual damages. There is a rebuttable presumption that **Contractor** did not knowingly employ an unauthorized alien if **Contractor** verified the work eligibility status of the employee through the Program.

c. If **Contractor** employs or contracts with an unauthorized alien but the City determines that terminating the contract would be detrimental to the public interest or public property, the City may allow the contract to remain in effect until the City procures a new contractor.

d. **Contractor** shall, prior to performing any work, require each subcontractor to certify to **Contractor** that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. **Contractor** shall maintain on file a certification from each subcontractor throughout the duration of the Project. If **Contractor** determines that a subcontractor is in violation of this Section 7(d), **Contractor** may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by **Contractor** or the subcontractor.

e. By its signature below, **Contractor** swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the City that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

4. Non-Discrimination

Contractor agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

(c) That the City may deduct from the amount payable to the contractor a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by City and all money due or to become due hereunder will be forfeited.

END OF SECTION

00700-14

SECTION 00800

SUPPLEMENTARY CONDITIONS

SC-01 PLANS AND SPECIFICATIONS ORDER OF PRIORITY

This project will follow INDOT specifications unless otherwise noted in the plans or bid documents. In the event that conflicting standards and/or specifications exist, the following order shall govern:

- 1) Supplementary Conditions
- 2) Standard General Conditions
- 3) Contract Technical Specifications
- 4) Construction Plans
- 5) West Lafayette Standards
- 6) 2014 INDOT Standard Specifications

SC-02 PROGRESS MEETINGS

The contractor shall be responsible for conducting progress meetings on a weekly basis and/or as needed. Contractor will be responsible for notification of applicable parties, which shall include but not be limited to Owner, Engineer, and Utility Companies. The Contractor will be responsible for meeting agenda and minutes produced/distributed. The cost shall be covered under the base bid road construction items.

SC-03 RELOCATE FLASHING BEACON ASSEMBLY

Flashing beacon assemblies and foundations shall be removed and installed at the location indicated in the plans on new foundations. After concrete foundations have been removed, the area shall be backfilled and treated with a material which matches that in the surrounding area. Flashing beacon assemblies shall be relocated on new foundations as shown in the plans, and paid for at the contract unit price for "Relocate Flashing Beacon Assembly" for each unit complete in place. Foundations shall be paid for at the contract unit price for "Pedestal Foundation, Type A" for each unit complete in place; and shall conform to the INDOT Standard Drawings.

The Contractor shall furnish new 25 Ah, 2V, BC Cell, sealed lead acid batteries to replace the existing batteries in the beacon assemblies.

The cost of the batteries shall be included in the cost of relocating the flashing beacon assemblies. All incidental costs included in removing the flashing beacon assemblies and foundations, storing the equipment, and placing the assemblies on new foundations shall be included in the cost of relocating the assemblies. Any damage caused to the equipment during removal, storage, and replacement; as well as any other damage caused during the construction of the roadway shall be paid for by the Contractor.

SC-04 UTILITY COORDINATION

The status of all utility companies and organizations potentially involved with the work to be performed are described below. This information is the best available information at the time this contract was prepared:

The facilities of Comcast exist within the project limits. The Contractor may adjust Comcast facilities up or down minimally (3" +/-) in order to install storm sewer in conflict areas. The Contractor shall contact Comcast prior to installing storm sewer pipe in any conflict area and request an on-site meeting to determine the resolution. The contact person for Comcast is Jerry Shutters; 765-455-5935; Jerry.Shutters@cable.comcast.com

The **transmission** facilities of Duke Energy exist within the project limits. Duke transmission lines shall not be disturbed during construction. The Contractor shall adhere to all Duke minimum vertical clearance requirements at all times. If questions arise about the Duke transmission facilities, Jeff Fields may be contacted at 317-838-1780; Jeff.Fields@duke-energy.com.

The **distribution** facilities of Duke Energy exist within the project limits. Duke will be able to complete its involvement with the contract after the City of West Lafayette gives notice to proceed and Metronet has completed its relocation work. It is anticipated that it will take approximately 120 days for Duke to complete their relocation work. If questions arise about the Duke distribution facilities, Brian Funk may be contacted at 765-432-4641; Brian.Funk@duke-energy.com.

The **street lighting** facilities of Duke Energy exist within the project limits. Duke will be able to complete its involvement with the contract concurrent with maintenance of traffic phases 1 and 2. If questions arise about the Duke street light facilities, Brian Funk may be contacted at 765-432-4641; Brian.Funk@duke-energy.com.

The facilities of Frontier exist within the project limits. Frontier will be able to complete its involvement with the contract after the City of West Lafayette gives notice to proceed. It is anticipated that it will take approximately 120 days for Frontier to complete their relocation work. If questions arise, Ted Foster may be contacted at 765-423-3531; Ted.Foster@ftr.com.

The facilities of Indiana American Water exist within the project limits. Indiana American Water will be able to complete its involvement after the City of West Lafayette gives notice to proceed. The relocation work may be constructed concurrently with this contract. The Contractor shall coordinate with Indiana American Water during construction phasing to ensure that new water facilities are in place prior to resolving conflicts with proposed construction. It is anticipated that it will take approximately 150 days for Indiana American Water to complete their relocation work. If questions arise, Jacquelyne Sanders may be contacted at 317-694-9338; jacquelyne.sanders@amwater.com.

The facilities of Metronet exist within the project limits. Metronet will be able to complete its involvement with the contract after the City of West Lafayette gives notice to proceed. It is anticipated that it will take approximately 15 days for Metronet to complete their relocation work. If questions arise, Jeff Ketterer may be contacted at 317-903-0481; Jeff.Ketterer@metronetinc.com.

The facilities of Vectren exist within the project limits. Vectren will be able to complete its involvement with the contract after the City of West Lafayette gives notice to proceed. It is anticipated that it will take approximately 90 days for Vectren to complete their relocation work. If questions arise, Nick Brady may be contacted at 317-718-3619; nbrady@vectren.com.

The wastewater facilities of the City of West Lafayette exist within the project limits and are not in conflict with the proposed construction. If questions arise, Victor Van Allen may be contacted at 765-418-3347; vvanallen@wl.in.gov.

The facilities of Zayo exist within the project limits. Zayo will be able to complete its involvement with the contract after the City of West Lafayette gives notice to proceed. It is anticipated that it will take approximately 11 days for Zayo to complete their relocation work. If questions arise, Jim Kellam may be contacted at 317-758-5625; jkellam@zayo.com.

SC-05 HIGH PRESSURE GAS MAIN

Extra caution shall be required when working near or around the 10" steel high pressure gas main. Any damage to the main could cause great personal injury and damage to the surrounding area. A quantity of material has been included in the contract documents for construction of a concrete cap to protect the gas main during construction. Contractor shall prepare wheel track analysis calculations for construction equipment to be used in the vicinity of the gas line. The analysis shall be submitted to Nick Brady (nbrady@vectren.com) for review and approval. The cap shall be placed where wheel and track loading from construction equipment may cause damage to the main. The Contractor shall not use large roller vibratory compactors while preparing the area for the concrete cap within 5' of the center of the main. Rollers without the compactor function and small, walk-behind compactors can be used to compact the soil in 6" to 12" lifts.

There are possible retired high hat taps that remain unidentified that can extend up to 18" on top of the main. Although they no longer feed services, the high hats remain pressurized. Since the location of the high hats are unknown, the Contractor shall hand dig within two feet of the existing main in order to avoid striking them and causing damage and/or injury.

The concrete cap shall be paid for at the contract unit price for "Concrete Cap", per square yard for the thickness specified.

Reinforcing steel for the concrete cap shall be paid for at the contract unit price for

“Reinforcing Bars, Epoxy Coated”, per LBS.

Concrete for the concrete cap shall be PCCP in accordance with INDOT Standard Specification 502. Finishing and curing the concrete cap shall be in accordance with INDOT Standard Specification 504.

All excavation, backfill, compaction, placement, finishing, and all other work associated with construction of the concrete cap shall be included in the cost of the cap.

The cost of hand digging over the gas main shall be included in the cost of “Common Excavation”.

SC-06 DECORATIVE LIGHT POLE ASSEMBLY

Decorative light poles shall consist of a 20' E.M.H, 5' mast arm with schroll, base cover, and non-fluted tapered pole.

All poles, pole bases, and banner arms shall be galvanized steel in accordance with 807 with a black powder coat finish. Galvanized surfaces shall be cleaned and prepared for powder coating in accordance with ASTM D 6386. Galvanized components shall not be water or chromate quenched prior to powder coating. Surface defects and metal drip lines shall be removed and cleaned prior to powder coating. Any surfaces not conforming to the zinc thickness required by ASTM A 123 shall be repaired in accordance with ASTM A 780.

The powder coating shall be electrostatically applied Urethane Polyester or Triglycidyl Isocyanurate (TGIC) Polyester of degassing grade to a minimum dry film thickness of 2 mils. Components shall be preheated prior to powder coating to ensure complete curing and to reduce the risk of pin holing. The finished powder coated surface shall be smooth and free of imperfections.

An electric receptacle shall be provided on each pole. Receptacles shall be set into the post shaft at a height 13'-6" above the finished sidewalk grade. Receptacles shall be NEMA 5-15R duplex with a Ground-Fault Circuit Interrupter (GFCI). Receptacle shall be enclosed in a single-gang, vertically oriented, cast aluminum outlet box with a weatherproof “while-in-use” latching receptacle cover. Receptacle box and cover shall meet all NEMA 3R and NEC 410-57 requirements. Receptacle, outlet box, and receptacle cover shall all be UL listed. All exposed surfaces shall be provided with a black finish to match the pole.

Luminaires shall be Holophane ESL 150 6K AS B 4 DS SP1 and shall match the light pole assembly in finish.

SC-07 TEMPORARY PIPE AND TEMPORARY INLETS

Description

This work shall consist of the construction and maintenance of temporary inlets

and temporary pipe.

Materials

Materials shall be in accordance with the following:

Flowable Backfill	213
Concrete	702
Structure Backfill	904
Precast Units	907.04
Pipe	907.16
Castings	910.05

CONSTRUCTION REQUIREMENTS

Temporary pipe shall be constructed in accordance with Section 715.

Temporary inlets shall be constructed in accordance with Section 720.

When no longer needed to maintain drainage during construction, temporary pipes shall remain in place and be backfilled with flowable backfill. Flowable backfill shall be placed in accordance with 213.07 as shown on the plans or as directed. Temporary inlets may be removed or filled with flowable backfill in place. The temporary casting shall be removed prior to backfilling the temporary inlet.

Method of Measurement

The accepted quantities of pipe will be measured in accordance with section 715.

The accepted quantities of inlets will be measured in accordance with section 720.

Flowable backfill will not be measured for payment.

Basis of Payment

The accepted quantities of pipe will be paid for in accordance with section 715.

The accepted quantities of inlets will be paid for in accordance with section 720.

The cost of excavation, backfill, flowable backfill, casting removal, and all necessary incidentals shall be included in the cost of the pay items.

No payment will be made to replace or repair damage pipe or inlets.

SC-08 PRIVATELY OWNED IRRIGATION SYSTEM

There is a privately owned irrigation system located within the project limits at 3000 Wilshire Avenue. The Contractor shall coordinate with the property owner at this

address prior to the removal of the system. The cost of removal of the irrigation system shall be included in the cost for Clearing Right of Way.

SC-09 FRONTIER LINE ENCASEMENT, CONCRETE

Description

This work shall consist of the construction of concrete encasement for the Frontier Utility as shown in the Frontier Work Plan.

Materials

Materials shall be in accordance with the following:

Concrete	901
Structure Backfill	904
Reinforcing Bars	910

CONSTRUCTION REQUIREMENTS

The Frontier Utility line shall be encased in concrete where indicated in the Frontier Utility work plan. The line shall be encased as shown in the current City of West Lafayette, Indiana Typical Construction Guidelines and Details, Pipe Encasement Detail.

The concrete for the line encasement shall be Class "a", and constructed in accordance with 702.

The reinforcing bars shall be constructed in accordance with 703.

The trench shall be backfilled with structure backfill, type 1 in accordance with 211.

Method of Measurement

The line encasement shall be measured by the linear foot, complete in place.

Basis of Payment

The accepted quantity of line encasement shall be paid for at the contract unit price per linear foot, complete in place.

Payment will be made under:

Frontier Line Encasement, Concrete LFT

The cost of excavation, backfill, reinforcing bars, and all other necessary incidentals shall be included in the cost of the pay item.

SC-10 CITY OF WEST LAFAYETTE MANHOLE CASTINGS

All storm water and sanitary manhole castings shall conform to the City of West Lafayette Standard Drawings and Specifications.

SC-11 TEMPLE ISRAEL AND BEACON ACADEMY ACCESS

Contractor shall coordinate closely with Temple The Israel and/or Beacon Academy regarding the scheduling of construction activities that constrict access to the site for motorists and/or pedestrians. Both driveways to Temple Israel shall be unimpeded during Major Holidays, and access shall also remain unimpeded to the west Cumberland Elementary parking lot for overflow parking for Temple Israel major events. Major events include, but are not necessarily limited to, September 24-25, 2014 and October 3-4, 2014.

SC-12 CUMBERLAND ELEMENTARY SCHOOL ACCESS

The Contractor shall coordinate closely with West Lafayette Community School Corporation officials regarding the scheduling of construction activities that constrict access to the site for motorists and/or pedestrians. During the 2014 and 2015 school years, the Contractor shall minimize and/or coordinate impacts to school traffic flow. All coordination shall be initiated with Larry Wood, Director of Facilities at 765-464-3303.

SC-13 SIGN, ADA WITH POST

Payment for the ADA parking sign as detailed in the construction plans shall be made at the Contract Unit Price for "Sign, ADA With Post" per each ADA sign and post installed. The unit price shall include all items necessary to complete the ADA sign installation which includes all labor, equipment, and materials required to construct the above and below grade portions of the sign and post as shown in the plans. Work shall include, but not be limited to excavation for the foundation, concrete work, sign, and other miscellaneous items needed to complete the work.

SC-14 TEMPORARY CLOSURES

Daily drop off time for students at Cumberland Elementary School is 8:30 am. Daily dismissal time for students is from 3:10 to 3:30 pm. The school year concludes on May 27th, 2014 and resumes on August 13, 2014. The 2015 school year concludes on May 26th, 2015. The contractor shall coordinate with Cumberland Elementary School to determine school holidays and breaks during the school year. In order to accommodate school traffic, Cumberland Avenue traffic shall not be restricted during school days during the hours of 7:30 to 9:30 am and 2:30 to 4:30 pm. Daily detours are allowable and shall be submitted to the City for approval two weeks in advance.

SC-15 LANDSCAPE MAINTENANCE DURING CONSTRUCTION

B-7

All landscaping including lawns, temporary or permanent seeding, and existing grass or vegetation shall be maintained in good condition so as to present a healthy, neat and orderly appearance, and shall be kept free from refuse and debris by the Contractor. All grass within the project limits shall not exceed 12" in length. Contractor maintenance responsibilities shall begin when the City issues notice to proceed and shall terminate upon final acceptance of the project.

SC-16 UNDISTRIBUTED QUANTITIES

The following undistributed items are included in the contract quantities for excavation and replacement of poor soils according to the Geotechnical Recommendations:

Excavation, Common, Undercut, Undistributed.....	CYS
Geogrid, Type IB, Undistributed.....	SYS
Compacted Aggregate, No. 53, Base, Undistributed.....	TON

EXHIBIT A

WAGE RATES
CUMBERLAND AVENUE PHASE III

EXHIBIT B

GEOTECHNICAL REPORT

CUMBERLAND AVENUE PHASE III

TECHNICAL SPECIFICATIONS

**Specifications will follow the latest edition of Indiana Department of Transportation Standard Specifications with Supplements, unless otherwise noted.*

SECTION 100 – GENERAL PROVISIONS

SECTION 101 – DEFINITIONS AND TERMS

- 101.10 CONSTRUCTION LIMITS: Prior to beginning work in the project, the Contractor shall verify the exact limits of construction with the Engineer. All areas disturbed by the contractor outside these limits shall be repaired/restored to its original condition prior to project acceptance by the Owner. No additional payment shall be made for this restoration work.

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

- 103.04 INSURANCE: Refer to Article 8 of the General Conditions for insurance requirements.

- 103.06 WAGE AND LABOR REQUIREMENTS: The following requirements shall apply for all contractors performing work on public works contracts for the City of West Lafayette, Indiana.

(a) NON-DISCRIMINATION OF EMPLOYEES: The Contractor for the work specified in this Contract agrees to take affirmative action to insure that applicants and employees of the Contractor (and any subcontractors) are treated in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, color, creed, religion, ancestry, national origin, gender, disability, age, marital status or status with regard to public assistance. Affirmative action shall include but not be limited to the issuance of a policy statement regarding equal employment and its communication to all personnel involved in recruitment, hiring, training, assignment, and promotion; notification of all employment sources of company policy and active efforts to review the qualifications of all applicants regardless of race, color, creed, religion, ancestry, national origin, gender, disability, age, marital status or status with regard to public assistance; recruiting in the minority/female group community for employees; and establishing an internal system of reporting concerning equal employment, recruiting, hiring, training, upgrading and the like. Breach of the obligation to take affirmative action shall be a material breach of the contract for which the City shall be entitled to at its option:

To cancel, terminate, or suspend the contract in whole or in part; and/or to declare the Contractor or Vendor ineligible for further City contracts.

(b) AFFIDAVITS AND PAYROLLS: The affidavit form provided in a non-collusion affidavit must be properly executed.

SECTION 104 – SCOPE OF WORK

- 104.04 MAINTENANCE OF TRAFFIC: The contractor will be responsible for adequate maintenance of traffic measures throughout construction operations

and follow the maintenance of traffic details laid out in the plans. All barrels, cones, barricades, flagmen, and other associated items shall be provided to protect the workmen and the public. The contractor shall provide adequate means to safely direct traffic past the point of construction, and shall provide for safely conducting traffic at all other points that are affected by the work, at all times. Prior to the start of work, the contractor shall provide a traffic maintenance plan for engineering approval. Work can only commence after a traffic maintenance plan has been approved.

Any and all closures and all lane restrictions shall be reviewed and approved by the Owner. Access to all property shall be maintained, and any times where there is a loss of access, the contractor shall coordinate with the property owner and/or occupant(s). When requested by the City, the contractor will provide adequate notification to the media and any property owners prior to commencing work in a given area. Bristol Court, Crimson Court, and Arbour Court shall remain open to traffic at all times. Adjoining neighborhoods with more than one access to Cumberland Avenue shall have one access point to Cumberland Avenue maintained at all times. Daily detours will be allowable only by approval of the owner.

Maintenance of traffic for non-road work activities (alternates) such as placing the Landscaping, placing the Lighting, and other activities that require work or work trucks in the roadway after the roadway has been opened up to traffic shall require the use and placement of a flashing arrow board and a minimum of 180' of cones in front of the arrow board demarcating the narrowing of the lane. A flagman shall be necessary if the work requires crossing the pavement. The cost of maintaining traffic shall be included in the cost of all other items in the alternate bid responsible for this work for this project.

SECTION 105 – CONTROL OF WORK

105.08 CONSTRUCTION STAKES, LINES AND GRADES

(b) Construction Engineering by the Contractor: The contractor shall be responsible for creating **As-Built** drawings of all underground structures placed as part of this project. The Engineer will furnish one set of electronic CADD files in AutoCAD software. The Contractor will revise the received CADD files to reflect all construction amendments.

The Contractor shall revise (2) two sets of paper drawings by red-line process to show the as-built conditions during the prosecution of the project. These working as-built marked drawings shall be kept current on a daily basis and at least one set shall be available on the jobsite at all times. Changes from the contract plans, which are made in the work, or additional information, which might be uncovered in the course of construction, shall be accurately and neatly recorded as they occur by means of details and notes. Final as-built drawings shall be prepared after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural, Steel, etc., as appropriate for the project). The working as-built marked prints and final as-built drawings will be jointly reviewed for accuracy

and completeness by the Inspector and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working and final as-built drawings as specified herein, the Owners Representative will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built drawings from the cost of Construction Engineering. This monthly deduction will continue until an agreement can be reached between the inspector and the Contractor regarding the accuracy and completeness of updated drawings. The working and final as-built drawings shall show, but shall not be limited to, the following information:

- 1) The actual location, kinds and sizes of all sub-surface utility lines encountered during construction. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to three permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The invert elevation of each utility surface of each run shall also be recorded relative to the vertical benchmark for the project.
- 2) The Contractor shall locate all new and existing utilities that are removed, relocated, installed or encountered during the construction of the project and record all location information (X-Y-Z coordinates). All elevations shall be North American Vertical Datum 88 (NAVD 88). All horizontal coordinates shall be NAD83 State Plane Coordinate values.
- 3) Certain control points and benchmarks are shown on the plans. These points must be used by the Contractor to provide as-built utility information for this project. The Contractor must locate all existing utilities encountered during the construction of the project and record all information necessary to accurately locate that item in the future.
- 4) The minimum amount of information is that all newly installed utilities must have the x-y-z coordinates (distance north-south, and east-west; and depth) referenced to the control and a written description of all points located (i.e., elevation, location, material, etc.). This information should include information at the start point, end point and any change in direction of the newly installed utility. Reference should also include structures, and any splice from damaged utility lines.
- 5) As-built drawings need to show all changes in size, material, location, and elevation of all new, existing, and/or abandoned underground utility lines or other pertinent work. The drawings must also show the location (x-y-z) of all valves, manholes, etc., referenced by dimension to permanent structures such as building corners or by coordinates and elevations.

- 6) Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.
- 7) Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
- 8) The topography, invert elevations and grades of drainage installed or affected as part of the project construction.
- 9) Changes or modifications which result from the final inspection.
- 10) Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints.
- 11) Modifications (change order price shall include the Contractor's cost to change working and final as-built drawings to reflect) and compliance with the following procedures:
 - i. A Modification Circle shall be placed at the location of each deletion.
 - ii. For new details or sections which are added to a drawing, a Modification Circle shall be placed by the detail or section title.
 - iii. For minor changes, a Modification Circle shall be placed by the area changed on the drawing (each location).
 - iv. For major changes to a drawing, a Modification Circle shall be placed by the title of the affected plan, section, or detail at each location.
 - v. For changes to schedules or drawings, a Modification Circle shall be placed either by the schedule heading or by the change in the schedule.
 - vi. The Modification Circle size shall be (½ inch) diameter unless the area where the circle is to be placed is crowded. Smaller size circle shall be used for crowded areas.

The as-built drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, and adding such additional drawings as may be necessary. These working as-built marked prints shall be neat, legible and accurate. These drawings are part of the permanent records of this project and shall be returned to the Owner's Representative after approval by the Owner. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Owner.

The as-built drawing sheet size will be the same as your original drawings unless other-wise authorized by the Project Manager. We expect these drawings to be prepared by a competent draftsman in a neat and acceptable manner to scale and finally dimensioned. As-built information will be accepted in an electronic format (i.e., CAD software such as AutoCAD), and a reproducible PDF. If requested, the Project Manager will furnish the Contractor a computer disk of the project, which may be used as the base for the “as-built” document.

Upon completion of the project, the “As-built” drawings will be delivered to the Owner’s Construction Superintendent.

It will be the responsibility of the Contractor to have the Owner’s Construction Superintendent verify all dimensions and/or entries on the drawings. The cost of providing As-Built Drawings shall be included in the cost of Construction Engineering.

SECTION 107 – LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

- 107.08 PUBLIC CONVENIENCE AND SAFETY: The contractor shall coordinate all work with the West Lafayette Police and Fire Departments, and shall notify both departments whenever any street or access to any property is to be closed off and when any street is re-opened.

The contractor shall be responsible for all proper public safety provisions for the construction site and any machinery or equipment whether in operation or not as well as work zones. No work site(s) shall be left unprotected at any time.

No work site(s) shall be left unprotected at any time. The public shall be protected from inadvertently entering a worksite by appropriate means such as cones, barrels, barricades, fencing, warning lights, arrow boards, flagmen, etc.

The contractor shall bring a traffic safety plan to the pre-construction meeting. The contractor must follow all procedures set forth by the West Lafayette Police Department in coordination with the City Engineer’s Office to restrict parking during construction.

- 107.14 PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE: Contractor shall protect existing trees in a five foot (5') length to all sides of the trunk. This area is to be kept clear of project equipment, project materials, waste, and excess soil. Minimal digging, trenching, compaction or other soil disturbance is allowed in this area (as determined by the Engineer).

SECTION 108 – PROSECUTION AND PROGRESS

- 108.04 PROSECUTION OF THE WORK: The contractor shall coordinate all work with the City Engineer or designated representative prior to commencing and throughout the contract on at least a daily basis. All material tickets shall be promptly turned in at the end of each day of work for record keeping and

basis of payment. Failure to report any material tickets shall result in denial of payment claims by the City.

SECTION 200 - EARTHWORK

SECTION 201 – CLEARING AND GRUBBING

201.03 CLEARING AND GRUBBING: Disposal of all logs, limbs, chips, and debris generated by tree removal work will be the responsibility of the contractor. The contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Site clean-up shall include removal of sawdust, small twigs, chips, leaves, trunks, and limbs from the street, curb, parkway, sidewalk, private lawns, and driveways with appropriate tools for the job. The contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property. If damage occurs to adjacent street trees, the city will assess the damage and the contractor will be responsible for any remediation that takes place, up to and including removing and replacing the tree. Holes made in the lawn, regardless of size shall be filled with top soil and sodded. If the hole is smaller than 2'x2', it shall be filled with top soil and seeded with grass seed.

Removal operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to his operation. The contractor shall make arrangement with the utility for removal of all necessary limbs and branches that may conflict with or create a hazard in conducting the operations of this contract. All pruning shall be in accordance with the International Association of Arborists' standards. The contractor shall properly contact the utility in sufficient time to arrange for any required work by the utility. Delays encountered by the contractor while waiting for the utility to complete its work shall be the responsibility of the contractor.

SECTION 202 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

202.05 REMOVAL AND RECYCLING OF PCCP, SIDEWALKS, CURBS, ETC: All PCCP, sidewalks, curbs, gutters, etc. designated for removal shall be broken into pieces and either recycled as compacted aggregate for base for the proposed pavement base, or hauled to an offsite recycling facility. Recycled concrete pavement used for pavement base, sidewalk base, and/or approach base shall meet the requirements of coarse aggregate size No. 53 per INDOT 904.03.

SECTION 205 – TEMPORARY EROSION AND SEDIMENT CONTROL

205.01 DESCRIPTION: This work shall consist of furnishing, installing, maintaining, and removing temporary erosion and sediment control measures in accordance with 105.03.

205.02 MATERIALS:

Materials shall be in accordance with the following:

Coarse Aggregate, Class F or Higher	904
Fertilizer	914.03
Filter Sock	914.09(h)
Geotextile	918
Grass Seed, Temporary	914.02
Manufactured Surface Protection Products	205.04(c)
Metal End Sections.....	908.06
Mulch	914.05(a)
Pipe Drains	715.02(d)
Plastic Net.....	914.09(g)
Revetment Riprap	904
Stakes	914.09(b)
Top Soil	914.01
Water	914.09(a)
Wire Staples	914.09(f)

Straw bales shall not weigh less than 35 lb. Bales shall be bound with wire or nylon twine.

205.03 GENERAL REQUIREMENTS:

The installation of temporary erosion and sediment control measures shall include those necessary or required by permits at off-site locations such as borrow and disposal areas, field office sites, batch plants, locations where the Contractor's vehicles enter and leave public roads, and other locations where work pertaining to the contract is occurring. The Contractor's designated individual in accordance with 108.04 shall be responsible for the installation, inspection, and maintenance of these measures. Temporary erosion control measures shall be placed as soon as practical. Perimeter protection and sediment traps shall be installed prior to beginning earth disturbing activities. Pipe end sections and anchors shall be installed when the structure is installed. If the pipe end sections or anchors cannot be placed at the same time, temporary riprap splashpads shall be placed at the outlets of the pipes until end sections or anchors can be installed.

Adjustments of the erosion and sediment control measures shall be subject to the Engineer's approval to satisfy field conditions. These measures shall be constructed as soon as practical and shall be maintained as necessary.

The Contractor shall provide a stable construction entrance at the points where construction traffic will enter onto an existing road. Additional stone may be required, as directed by the Engineer. Where there is insufficient space for a stable construction entrance, other measures shall be taken to prevent the tracking of sediment onto the pavement. Temporary entrances utilized by the Contractor for borrow and waste areas will not be paid for directly. These temporary entrances shall be the responsibility of the Contractor to completely install, maintain, and remove.

Non-vegetated areas shall be temporary stabilized if the area remains inactive for more than seven days or as directed by the Engineer. The area will be considered inactive when no meaningful work toward accomplishing a pay item has been performed at a site of disturbed soil.

The Contractor shall provide concrete washout facilities of adequate capacity in accordance with project requirements. The concrete washout shall be located as far from surface waters as practical, and shall be able to contain all liquid and solid material from concrete truck or mixer washing operations without contacting or contaminating the ground.

The Contractor shall employ dust control measures in accordance with 107.08.

205.04 TEMPORARY SURFACE STABILIZATION

(a) Seed

Temporary seeding shall be placed on disturbed areas that are expected to be inactive for more than seven days, or as directed. Seed shall be placed either by drilling in, spraying in a water mixture, or by use of a mechanical method which places the seed in direct contact with the soil. Where inaccessible to mechanical equipment, or where the area to be seeded is small, a hand operated cyclone seeder or other approved equipment may be used. Seed shall not be covered more than 1/2 in. Seed may be distributed by a drill seeder, cyclone seeder, hand or other approved equipment which allows for even distribution of the seed. If as a result of a rain event, the prepared seed bed becomes crusted or eroded, or ruts, or depressions exist,

the soil shall be reworked until it is smooth. Reworked areas shall be re-seeded. All seeded areas shall be mulched within 24 h after seeding.

Seed mixture T shall be used for surface stabilization and temporary ground cover. Temporary cover mixtures shall be placed as directed and be subject to seasonal limitations as defined herein. This mixture is not intended to be used as a permanent seed mixture. This mixture shall not be used to satisfy the requirements of the warranty bond.

The mix shall be spray mulched where the slope is steeper than 3:1. From June 16 through August 31, mulching alone shall be used to stabilize the soil.

1. Spring Mix

Spring mix shall be used from January 1 through June 15. This mixture shall be applied at the rate of 150 lb/ac. The mix shall consist of oats.

2. Fall Mix

Fall mix shall be used from September 1 through December 31. This mixture shall be applied at the rate of 150 lb/ac. This mix shall consist of winter wheat.

Where directed, fertilizer shall be spread uniformly over the area to be seeded and shall be applied at 1/2 the rate shown in 621.05(a) unless otherwise directed. Fertilizer shall only be applied during the active growing season March through November.

(b) Mulch

Mulch shall be applied uniformly in a continuous blanket at the rate of 2.5 t/ac. If seeded, mulch shall be placed within 24 h after seeding. The percent of moisture in the mulch shall be determined in accordance with 621.14(c).

Mulch shall be punched into the soil so that it is partially covered. The punching operation shall be performed longitudinally to the slope. The tools used for punching purposes shall be disks that are notched and have a minimum diameter of 16 in. The disks shall be flat or uncupped. Disks shall be placed a minimum of 8 in. apart. Shaft or axle sections of disks shall not exceed 8 ft in length.

The disk for punching shall be constructed so that weight may be added or hydraulic force may be used to push puncher into the ground. An even distribution of mulch shall be incorporated into the soil.

On a slope of 3:1 or steeper but flatter than 2:1, or where specified, temporary mulch stabilization shall also be used. Unless otherwise specified, the following types may be used.

1. Type A

The mulch shall be held in place by means of commercially produced waterborne mulch binder product. The product shall be manufactured and used in accordance with all applicable State and Federal regulations. Such product shall be applied in accordance with the manufacturer's written instructions. A copy of the written instructions shall be supplied to the Engineer prior to the seeding work. The product shall include a coverage indicator to facilitate visual inspection for evenness of application. If the mulch fails to stay in place, the Contractor shall repair all damaged areas.

2. Type B

The mulch shall be held in place with binder twine fastened down with wooden pegs not less than 6 in. long spaced 4 ft apart. The twine shall be placed parallel to and also at 60° to the pavement edge in both directions. The distance between the intersections of the diagonal strands measured along the strands shall be 12 ft. The strand parallel to the pavement shall cross the diagonal strands at their intersections to form equilateral triangles of 12 ft on a side.

(c) Manufactured Surface Protection Products

The following manufactured surface protection products may be used for covering an area that has not been seeded. Soil cover shall not be used to cover seeded areas. Prior to placing the manufactured surface protection product, the area to be covered shall be free of all rocks or clods of over 1 1/2 in. in diameter, and all sticks or other foreign material, which prevent the close contact of the blanket with the seed bed.

After the area has been properly shaped, fertilized, and seeded, the manufactured surface protection product shall be laid out flat, evenly, and smoothly, without stretching the material.

1. Excelsior Blanket

An excelsior blanket may be used as mulch for seeding where seeding is specified or where erosion control blanket is specified. Excelsior blankets shall be placed within 24 h after seeding operations have been completed. Excelsior blankets shall be installed in accordance with the manufacturer's recommendation.

2. Straw Blanket

A straw blanket may be used as mulch for seeding where mulched seeding is specified or where erosion control blanket is specified. Straw blankets shall be placed within 24 h after seeding. The straw blanket shall be unrolled over the designated area so that the plastic mesh is on top and the straw fibers are snugly and uniformly in contact with the soil surface. The rolls shall be butted together and stapled in place. The staples shall be driven through the blanket at a 90° angle to the plane of the ground surface. Each staple shall anchor the plastic mesh. The staples shall be spaced per the manufacturer's recommendation.

For placement on a slope, the straw blankets shall be placed with the length running from the top of slope to the toe of slope and shall extend a minimum of 3 ft over the crown of the slope. The blanket shall be stapled in accordance with the manufacturer's recommendation.

For placement in ditch lines, the straw blanket shall be unrolled parallel to the centerline of the ditch. The blanket shall be placed so that there are no longitudinal seams within 24 in. of the bottom centerline of the ditch. In a ditch line, the blanket shall be stapled in accordance with the manufacturer's recommendation with a minimum of six staples across the upstream end of each roll.

3. Rolled Erosion Control Products

Where directed, the Contractor shall install, or with approval of the Engineer, the Contractor may use degradable rolled erosion control products, RECP, including netting, open weave textile, and erosion control blankets.

Unless soil infilling is required, seed shall first be applied in accordance with 621. If soil infilling is required, RECP shall be first installed and then seed applied and brushed or raked 1/4 to 3/4 in. of topsoil into voids in the RECP filling the full product thickness. Staples of at least 6 in. in length shall be used to secure the RECP. The RECP shall be unrolled parallel to the primary direction of flow and placed in direct contact with the soil surface.

RECP shall not bridge over surface inconsistencies. Edges of adjacent RECP shall be overlapped by 2 to 4 in. Staples shall be placed to prevent seam separation in accordance with the manufacturer's recommendations.

4. Geotextile

Where directed, disturbed soil shall be covered with geotextile. The covering shall be placed over the exposed soil in a shingle like fashion with a 2 ft minimum overlap covering all loose or disturbed soil. The geotextile, if new, shall be in accordance with 918.02. The geotextile used for soil covering need not be new but shall not have holes or unrepaired rips or tears. All repairs shall be made in accordance with the manufacturer's recommendation.

205.05 CONCENTRATED FLOW PROTECTION

(a) Check Dam

Check dams and modified check dams shall be constructed as shown on the plans. Geotextile for check dams shall be in accordance with 616 unless otherwise specified. Revetment riprap shall be in accordance with 616 unless otherwise specified. No. 5 and No. 8 filter stone shall be in accordance with 904.

(b) Check Dam, Traversable

Traversable check dams shall be composed of straw bales, 8 in. minimum diameter fiber rolls, or 8 in. minimum diameter socks filled with straw, ground wood chips, shredded bark, or other approved material for site specific conditions. Rolls and socks may be stacked in a triangle pattern as shown on the plans. Check dams shall be staked as shown on the plans or as directed by the manufacturer. Check dams shall be configured to eliminate gaps between sections. Straw bales shall be placed such that the bindings are parallel to and not in contact with the ground.

(c) Diversion Interceptors

Grading for diversion interceptors shall be in accordance with 203 with the exception that compaction requirements will not apply. The Contractor shall identify, in the SWPPP update, the construction areas which shall utilize diversion type A or B. Revetment riprap stable outlet with geotextile shall be constructed in accordance with 616 unless otherwise specified. Perimeter diversion, type C shall be installed prior to earth moving activities and shall be immediately stabilized. Type A or B shall be stabilized if anticipated to be left in place for more than 15 calendar days. Stabilization methods shall be as shown on the plans or as directed by the Engineer.

(d) Sediment Traps

Revetment riprap and filter stone in accordance with 904 shall be used in construction of sediment traps, unless otherwise specified. Geotextiles shall be in accordance with 918.02.

(e) Sediment Basins

Embankment construction shall be in accordance with 203. Revetment riprap used for overflow protection shall be in accordance with 904, unless otherwise specified. Sediment basins shall be constructed as shown on the plans, or as directed.

(f) Slope Drains

Slope drain pipes shall be lengthened as required due to the construction of the embankment.

(g) Vegetative Filter Strips

Designated vegetative filter strips shall not be disturbed. Small rills that form shall be repaired. Fertilizer shall be applied as directed.

(h) Splashpads

Splashpads shall be constructed with revetment riprap with geotextile in accordance with 904 and 918, respectively.

(i) Inlet Protection

All deck and curb drains shall have sediment control measures when the structure or road is to be used for hauling operations or adjacent to disturbed areas. Copies of all current manufacturers' installation manuals shall be provided prior to installation.

Inlet protection shall be as shown on the plans.

(j) Retention Ponds

Excavation shall be in accordance with 203. The soil used in the liner shall be in accordance with AASHTO M 145, classification A-6 or A-7.

The sides and bottom of the retention pond shall be lined with a soil liner of 2 ft minimum thickness. The soil in the liner shall be compacted to 95% of the maximum dry density in accordance with 203.23. The Contractor may use an alternate pond lining system. Details of the proposed pond lining system shall be submitted to the Office of Geotechnical Services for approval. The details shall include all necessary information such as liner thickness, smooth versus textured surface, thickness and type of proposed soil cover, joint construction, material used in the liner, and the manufacturer of the liner.

205.06 PERIMETER PROTECTION

(a) Silt Fence

Shipping, handling and storage shall be in accordance with the manufacturer's recommendations. The silt fence material shall be in accordance with 918.04. The geotextile will be rejected if it has defects, tears, punctures, flaws, deterioration, or damage incurred during manufacture, transportation, storage, or installation. Each roll shall be labeled or tagged to provide product identification.

Joints shall be made from the ends of each section of fence wrapped around a wood stake and joined together. Copies of all current manufacturer manuals shall be provided prior to installation.

(b) Filter Berm

A filter berm shall be installed as shown on the plans. The filter berm may be constructed of organic mulch, filter sock, or No. 5 and No. 8 filter stone in accordance with 904.

205.07 MAINTENANCE

Temporary erosion and sediment control measures shall be inspected, at a minimum, once every seven days and after a 1/2 in. rain event. Inspections shall be documented and records shall be maintained by the Contractor, to be submitted to the Engineer on the next business day following the inspection. The temporary protection measures shall be returned to working conditions within 48 h after inspection or as directed. The Contractor shall rebuild or repair damaged temporary erosion and sediment control measures.

(a) Silt Fence

If the fence fabric tears, starts to decompose, or becomes ineffective, the affected portion shall be replaced. Deposited sediment shall be removed once it reaches $\frac{1}{2}$ the height of the fence at its lowest point. Once the contributing drainage area has been stabilized, the Contractor shall remove the fence and sediment deposits, grade the site to blend with the surrounding area, and stabilize the graded area.

(b) Sediment Basin

Sediment shall be removed once it has accumulated to the design volume. The filter stone around the riser pipe shall be replaced if the sediment pool does not drain within 72 h following a stormwater runoff event.

(c) Filter Berm

Accumulated sediment shall be removed once it reaches $\frac{1}{4}$ of the height of the filter berm. The filter berm shall be inspected to ensure that it is holding its shape and allowing adequate flow. Eroded and damaged areas shall be repaired.

(d) Inlet Protection

Accumulated sediment shall be removed once identified and after each storm event. Flushing with water will not be allowed. The sediment shall not be allowed to re-enter the paved area or storm drains. Curb inlet inserts shall be cleaned in accordance with the manufacturer's recommendations.

(e) Sediment Traps

Following each storm event, the Contractor shall repair slope erosion and piping holes as required. Sediment shall be removed once it has accumulated to $\frac{1}{2}$ design volume. The Contractor shall replace the coarse aggregate filter stone if the sediment pool does not drain within 72 h following a stormwater runoff event.

(f) Concrete Washout

The containment system shall be inspected for leaks, spills, and tears, and shall be repaired or replaced as necessary. The Contractor shall ensure that each containment system maintains adequate capacity. Solidified waste concrete shall be disposed of in accordance with 202.

(g) Check Dams

Sediment shall be removed once it reaches 1/2 the height of the check dam. Sediment shall be removed and disposed of in accordance with 201.03 and 203.08. The Contractor shall rebuild or repair each damaged check dam to maintain the design height, cross section, and erosion control function.

205.08 QUALITY ADJUSTMENTS

If maintenance deficiencies are not remedied within 48 h after identifying them in the inspection or as directed, the Contractor may be assessed damages for failure to maintain the required temporary erosion and sediment control. For each day, during which the following units of temporary erosion and sediment control are in an unsatisfactory condition, a quality adjustment, in accordance with 109, will be assessed as shown for each day, per unsatisfactory unit.

If conditions do not allow the Contractor access to the location of the erosion or sediment control features using normal equipment and maintenance has been directed, the Contractor may propose a written alternate schedule, within 48 h, to bring the erosion and sediment control features back into compliance. Damages may be assessed based on compliance with the approved schedule.

(a) Silt Fence: \$100.00 per each contiguous 100 ft section or portion thereof.

(b) Check Dam: \$100.00 per check dam. (c) Sediment Basin: \$100.00 per basin.

(d) Sediment Trap: \$100.00 per trap. (e) Inlet Protection Devices: \$100.00 per unit.

(f) Failure to inspect site per 327 IAC requirements: \$100.00 per required inspection.

(g) Failure to temporary stabilize non-vegetated areas: \$100.00 per acre or portion thereof.

(h) Failure to correct identified deficiencies not defined above: \$100 per day per measure.

Silt fence will be considered unsatisfactory if the fence material has an exposed cut or tear exceeding 1 ft in length, a seam has separated or the retained sediment exceeds 1/2 of the height of the fence.

Check dams, sediment basins and sediment traps will be considered unsatisfactory if they no longer perform their function, or the retained sediment exceeds 1/2 of the effective height.

Inlet protection devices will be considered unsatisfactory if they no longer perform their function, or the accumulated sediment exceeds 1/2 of the height of the device.

205.09 REMOVAL

Temporary erosion and sediment control measures shall remain in place until directed to be removed. The Contractor shall remove and dispose of all excess silt accumulations, dress the area, and vegetate all bare areas in accordance with the contract requirements. Use or disposal of temporary erosion and sediment control measures shall be as directed.

205.10 METHOD OF MEASUREMENT

Silt fence and check dams, traversable will be measured by the linear foot. Check dams, traversable will be measured once per dam parallel to the dam and at the widest point. Sediment basins will be measured by the unit installed complete in place. Revetment riprap check dams, sediment traps, and splashpads will be measured by the ton. Temporary filter stone will be measured by the ton. Temporary mulch will be measured by the ton. Temporary mulch stabilization will be measured by the square yard. Temporary seeding will be measured by the pound. Temporary geotextile will be measured by the square yard, and only once for the maximum square yardage in place at one time, regardless of the number of times the material is moved. Removal of sediment will be measured by the cubic yard. Revetment riprap will be measured in accordance with 616.12. Slope drains will be measured in accordance with 715.13. Ditch inlet protection will be measured per each unit installed. Filter berm will be measured by the linear foot complete in place. Filter sock will be measured by the linear foot, complete in place. Diversion interceptor type C will be measured by the linear foot. Concrete washouts will not be measured separately. No. 2 stone for stable construction entrances will be measured by the ton in accordance with 109.01(b). Curb inlet protection will not be measured for payment.

Diversion interceptors type A and B, and the off-site locations designated in 205.03 will not be measured for payment.

Excavation for detention and retention ponds will be measured as common excavation in accordance with 203.27. Retention pond liners will not be measured for payment.

205.11 BASIS OF PAYMENT

The accepted quantities of silt fence will be paid for at the contract unit price per linear foot, complete in place. Temporary mulch will be paid for by the ton. Temporary seeding will be paid for at the contract unit price per pound. Temporary geotextile will be paid for by the square yard. Sediment basins will be paid for at the contract unit price per each unit installed. Temporary check dams, revetment riprap; temporary filter stone; sediment traps; and splashpads will be paid for by the ton. Temporary check dams, traversable will be paid for by the linear foot. Revetment riprap will be paid for in accordance with 616.13. Slope drains will be paid for in accordance with 715.14. Removal of sediment will be paid for at the contract unit price per cubic yard. Ditch inlet protection will be paid for at the contract unit price per each unit installed. Filter berm will be paid for at the contract unit price per linear foot complete in place. Filter sock will be paid for at the contract unit price per linear foot, complete in place. Diversion interceptors, type C will be paid for at the contract unit price per linear foot.

The accepted quantities of excavation for detention or retention ponds will be paid for as common excavation in accordance with 203.28. Retention pond liners will be paid for as a lump sum.

Payment will be made under:

Pay Item	Pay Unit Symbol
Diversion Interceptor Type C	LFT
Fertilizer	TON
Filter Sock	LFT
Liner for Retention Pond	LS
Manufactured Surface Protection Product, _____ type	SYS
No. 2 Stone	TON
Sediment, Remove.....	CYS
Splashpad	TON
Temporary Check Dam, Revetment Riprap	TON
Temporary Check Dam, Traversable.....	LFT
Temporary Filter Berm.....	LFT
Temporary Filter Stone.....	TON

Temporary Geotextile.....	SYS
Temporary Ditch Inlet Protection.....	EACH
Temporary Mulch.....	TON
Temporary Mulch Stabilization, _____ type	SYS
Temporary Sediment Basin	EACH
Temporary Sediment Trap.....	TON
Temporary Seed Mixture	LBS
Temporary Silt Fence	LFT
Temporary Slope Drain	LFT

The costs of geotextile, trenching, backfilling, posts, fencing, and all necessary incidentals shall be included in the cost of temporary silt fence.

The costs for diversion interceptor types A and B shall be included in the cost of other pay items in this section.

The costs of stakes, trenching, backfilling, posts, and all necessary incidentals shall be included in the cost of temporary check dams, traversable.

The cost of interceptor ditches shall be included in the cost of other pay items in this section.

The cost of slope drain shall include the standard metal end section, anchors, and all incidentals necessary to perform the work.

The cost of materials, installation, inspection, maintenance, and removal of temporary erosion and sediment control measures at off-site locations designated in 205.03 will not be measured for payment.

Except for the removal of sediments, the cost of materials, installation, maintenance, and removal of temporary erosion and sediment control items shall be included in the costs of the respective pay items.

The cost of constructing, maintaining, and removal of the construction entrance, other than those constructed by the Contractor for borrow and waste sites, shall be included in the cost of No. 2 stone. No direct payment will be made for construction entrances for borrow and waste sites.

Costs associated with concrete washout will be included in the costs of the concrete pay items.

Costs associated with filter stone replacement due to maintenance and sediment removal shall be included in the cost of sediment removal.

The cost of curb inlet protection shall be included in the cost of other pay items in this section.

SECTION 207 – SUBGRADE

207.03 Median Subgrade Preparation:

The median portions of the project that are shown to be landscaped or seeded shall not be included in the compaction and rolling of the roadway.

SECTION 300 – AGGREGATE PAVEMENT AND BASES

SECTION 301 – AGGREGATE BASE

301.02 MATERIALS: All stone or Recycled Concrete Aggregate used for base material shall be crushed aggregate meeting Indiana Department of Transportation Standard Specification, Section 301 and 904. Additions or deletions to this estimated quantity of *aggregate* may be requested to undercut and properly prepare existing sub-base material at locations of poor *soil as determined by the ENGINEER*, if included in work items. Payment for *aggregate* will be made at the contract unit price for “Compacted Aggregate No. 53, Base, Undistributed”, per ton. Payment for undercutting shall be made at the contract unit price for “Excavation, Common, Undercut, Undistributed.” Payment for geogrid material shall be made at the contract unit price for “Geogrid, Type IB, Undistributed”.

SECTION 306 – MILLING

306.05 ASPHALT MILLING: Surface milling shall be accomplished in accordance with Indiana Department of Transportation Standard Specifications, Section 306. Surface milling shall be used to prepare existing asphalt or concrete areas for transitioning the new asphalt overlay. Minimum depth saw cuts shall be used to control the limits of milling and to maintain neat lines for installing the new work. Any brick surfaces uncovered during milling operations shall be resurfaced within 24 hours of exposure.

Surface milling shall consist of various areas of variable depth milling to achieve cross slope, butt joints, positive drainage, and other desired results.

The cost of saw cutting shall be included in the unit price for surface milling.

SECTION 600 – INCIDENTAL CONSTRUCTION

SECTION 604 – SIDEWALKS AND CURB RAMPS

604.02 MATERIALS: Concrete is to be limestone aggregate, six bag mix with either wire reinforcement or fiber reinforcement in the sidewalk and curb ramps. All concrete is to be in accordance with the requirements of the current Indiana Department of Transportation Standard Specifications.

The contractor is responsible for protecting any new concrete work from pedestrian and/or vehicular traffic until it is fully cured and capable of carrying traffic. In the event that it cracks due to lack of strength or negligence in letting traffic on it too soon, the contractor is responsible for replacing the concrete without reimbursement from the City.

Concrete testing is to take place no less than one time every fifty (50) cubic yards or at least one time per day. The owner's representative will be responsible for conducting this test. The contractor is responsible for contacting the owner's representative and coordinating the concrete pour and testing schedules. The testing requirements are:

- Slump = 4", \pm 1"
- Air Content = 6.5%, \pm 1.5%
- 28 day compressive strength \geq 4000 psi

604.03 PORTLAND CEMENT CONCRETE SIDEWALKS AND CURB RAMPS: All new ramps shall be installed in accordance with West Lafayette Standard Specifications and the current Public Rights-of-Way Accessibility Guidelines (PROWAG). Exact limits of construction for each ramp will be determined in the field by the Engineer. Payment for this item includes removal of all existing material. This item shall be paid at the contract unit price for "Curb Ramp, Concrete", per square yard.

Concrete sidewalk shall be placed per plan. Concrete sidewalk shall be reinforced with wire mesh or fiber reinforcing. All concrete sidewalks must be according to West Lafayette Standard Specifications and PROWAG.

Temporary sidewalk ramps shall be constructed in a manner that meets all lines and grades of the INDOT Standard Drawings for the purpose of maintaining pedestrian accessibility during the construction of this project. Alternate materials such as HMA Surface Type "A" can be used for the construction of these ramps; however, the Contractor shall provide in writing the proposed alternate material to the Engineer prior to construction of the temporary curb ramp. Detectable warning elements per current ADA Standards are required for temporary sidewalk ramps. Upon completion of the project, the temporary curb ramps shall be removed and the sidewalk shall be

constructed to meet its former layout. The cost of removal of the sidewalk, temporary sidewalk ramps as well as the cost of constructing the sidewalk to meet its former layout as well as all other incidentals necessary for removing, maintain and constructing temporary sidewalk curb ramps shall be included in the cost of other items.

SECTION 605 – CURBING

605.02 MATERIALS: Concrete is to be limestone aggregate, six bag mix with fiber reinforcement in the sidewalk and in the curb and gutter. All concrete is to be in accordance with the requirements of the current Indiana Department of Transportation Standard Specifications.

The contractor is responsible for protecting any new concrete work from pedestrian and/or vehicular traffic until it is fully cured and capable of carrying traffic. In the event that it cracks due to lack of strength, the contractor is responsible for replacing the concrete without reimbursement from the City.

Concrete testing shall take place no less than one time every fifty (50) cubic yards or at least one time per day. The owner's representative will be responsible for conducting this test. The contractor is responsible for contacting the owner's representative and coordinating the concrete pour and testing schedules. The testing requirements are:

- Slump for Hand Placement = 4", \pm 1"
- Slump for Slip Form = 2", \pm 1"
- Air Content = 6.5%, \pm 1.5%
- 28 day compressive strength \geq 4000 psi

605.03 (b) Installation

Prior to placing the curb, the string line or control used to place the curb elevation shall be checked to ensure that a minimum longitudinal grade of 0.3% is maintained throughout the project. If this grade is unattainable given existing field conditions and the downstream inlet cannot be lowered or adjusted the appropriate distance to maintain 0.3% grade along the curb line, the engineer and inspector shall be notified immediately to review adjustments to the design. The gutter shall also be checked for positive drainage and a minimum cross slope of 1% from the crown to the gutter lip. These checks shall be every 50 ft. and noted in a field book for review by the engineer. If this cross slope is unattainable given existing field conditions and the downstream inlet cannot be lowered or adjusted the appropriate distance to maintain a minimum 1% cross slope from the crown to the gutter lip, the engineer and inspector shall be notified immediately to review adjustments to the design.

605.04 CAST IN PLACE CEMENT CONCRETE CURBING: Concrete curb shall be cast in place, 24 inch, limestone aggregate curb, formed and placed in accordance with the City of West Lafayette Standard Specification for "chair-

back” curb. New curb shall be per plan and set to existing lines and grades in a manner to permit positive drainage. Curb must be reinforced as specified in the City of West Lafayette Standard Specification for “chair-back” curb.

(a) Excavation

No Change

(b) Forms

No Change

(c) Proportioning and Placing

No Change

(d) Curb Turnouts and Combined Concrete Curb and Gutter Turnouts

Curb turnouts will be in accordance with INDOT Standard Drawings.

SECTION 610 - APPROACHES

610.02 MATERIALS: Concrete is to be limestone aggregate, six bag mix with either wire reinforcement or fiber reinforcement in the sidewalk and in the curb and gutter. All concrete approaches shall be doweled into the curb and gutter per direction of the owner’s representative. The cost of the dowel bars and the labor involved will be included in the cost of the approach. All concrete is to be in accordance with the requirements of the current Indiana Department of Transportation Standard Specifications.

The contractor is responsible for protecting any new concrete work from pedestrian and/or vehicular traffic until it is fully cured and capable of carrying traffic. In the event that it cracks due to lack of strength, the contractor is responsible for replacing the concrete without reimbursement from the City.

Concrete testing shall take place no less than one time every fifty (50) cubic yards or at least one time per day. The owner’s representative will be responsible for conducting this test. The contractor is responsible for contacting the owner’s representative and coordinating the concrete pour and testing schedules. The testing requirements are:

- Slump = 4”, \pm 1”
- Air Content = 6.5%, \pm 1.5%
- 28 day compressive strength \geq 4000 psi

610.03 GENERAL REQUIREMENTS: Concrete drive approaches shall be formed and placed in accordance with Indiana Department of Transportation Standard Specifications Section 610 as well as West Lafayette Standard Specifications. All drive approaches shall be six inches (6”) thick, match existing width unless otherwise instructed by Engineer, and be placed on at least six inches (6”) compacted granular fill. Drive approaches shall be reinforced with wire mesh or fiber reinforcing. Exact look of drive approaches

will be determined by Engineer. These items shall be paid for at the contract unit price for "PCCP for Approaches, 6 in", per square yard; and "Subgrade Treatment, Type IIIA", per ton. Curb in front of approaches shall be paid for at the contract unit price for "Combined Concrete Curb and Gutter, Type III", per linear foot. If the contractor elects not to pour the curbs through the approach, then the contractor will be responsible for placing dowels between the curbs and the driveway. Dowel placement will be determined by the Engineer.

SECTION 621 – SEEDING AND SODDING

621.01 Description

This work shall consist of preparing the ground surface, furnishing and applying topsoil to a 4" depth, fertilizing the areas to be sodded and furnishing/placing the sod. The locations to be sodded shall be as shown on the plans, or as directed by the Engineer. All work shall be in accordance with the applicable portions of Section 621 of the INDOT Standard Specifications. The typical pay width shall be that area inside the right of way or as directed by the Engineer.

Fertilizer shall be applied as specified in Section 621 of the INDOT Standard Specifications.

Watering shall be as specified in section 621 of the INDOT Standard Specifications and shall be the Contractor's responsibility to guarantee the growth of the sod regardless of the number of waterings required.

The Contractor will be paid at the contract unit price per square yard for SODDING, complete in place, and will include all labor and materials necessary for the installation of sod. TOPSOIL shall be paid at the contract unit price per cubic yard installed. FERTILIZER shall be paid the contract unit price per ton installed.

621.02 Watering Sod

In addition to the requirements of Section 621 of the INDOT Standard Specifications, water shall be applied to the topsoil prior to the installation or placement of sod at the rate of one (1) gallon per square yard. Watering shall be applied to the sod as covered under Section 621.10 at the rate of 4.0 gallons per square yard of sod.

WATER shall be paid the contract unit price per kGAL placed.

621.03 Preparation of Ground before Seeding

See planting notes in the plan sheets.

621.12 Seasonal Limitations

All turf grasses shall be maintained by the contractor until the project is accepted by the Owner. Watering of all landscape features shall be performed during periods of dry weather or when the landscape features exhibit stress from the dry conditions. The Owner's representative may request additional watering to maintain healthy plant conditions prior to

acceptance of the project by the Owner. The cost of watering the landscape features shall be included in the cost of the other landscape features placed for this project.

Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion.

(a) Spring Planting: April 1 – June 15, unless otherwise noted.

(b) Fall Planting: August 31 - October 1, unless otherwise noted.

(c) Deciduous Trees: Plant March 15 – October 1, unless otherwise noted.

(d) Shrubs: Plant March 15 to October 1, unless otherwise noted.

(e) Perennials: Plant April 10 – October 1, unless otherwise noted.

Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

621.12a Initial Turf Maintenance Service

Provide full maintenance by skilled employees of landscape Installer. Maintain as required by weather conditions. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods:

(a) Sodded Turf: 60 days from date of Substantial Completion.

The cost of initial turf maintenance shall be included in the cost of other landscape pay items.

621.12b Continuing Landscape Maintenance Proposal:

The contractor shall provide a continuing maintenance proposal from Landscape to Owner, in the form of a standard one-year maintenance agreement, starting on date initial maintenance service is concluded. Maintenance shall consist of:

Tree and shrub maintenance: Maintain trees and shrubs by pruning, cultivating, weeding, watering, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insects and disease. Restore or replace damaged tree wrappings.

Ground cover and plant maintenance: Maintain ground cover and plants by weeding, watering, fertilizing, and other operations as required to establish and maintain healthy, viable plantings. Shall be done each week for the first three months of growing season (March through October) after landscape contract has been accepted by the Owner's Representative and every four weeks after that period during growing season until the end of the one year contract.

Turf grass maintenance: Maintain turf grass by weeding, watering, fertilizing, mowing and other operations as required establishing and maintaining healthy, viable plantings.

Mulch maintenance: Maintain hardwood mulch areas by weeding, and other operations as required to maintain the consistency of the mulch areas. The mulch shall be annually replenished to the levels as originally installed under the contract.

The cost of providing the continuing landscape maintenance shall be included in the lump sum cost of Landscape Maintenance.

621.12c Quality Assurance

Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.

Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.

Experience: Five years' experience in turf installation in addition to requirements in Division 1 Section "Quality Requirements."

Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

Personnel Certifications: Installer's personnel assigned to the Work shall have certification in one of the following categories from the Professional Landcare Network:

- (a) Certified Landscape Technician - Exterior, with installation specialty area(s), designated CLT-Exterior.
- (b) Certified Turfgrass Professional, designated CTP.
- (c) Certified Turfgrass Professional of Cool Season Lawns, designated CTP-CSL.

Maintenance Proximity: Not more than one hours' normal travel time from Installer's place of business to Project site.

Pesticide Applicator: State licensed, commercial.

SECTION 622 – PLANTING TREES, SHRUBS, AND VINES

622.01 Tree Planting

The Contractor shall furnish all equipment, labor and material required to complete the tree planting in accordance with the plans / specifications / details, the local agency specifications / ordinances / details, and INDOT specifications/ details.

All trees shall be a minimum 2.5 inch caliper, six inches (6") above ground level.

Basis for Payment

The pay item PLANT, "SPECIES", SINGLE STEM, 2.5 IN. shall be paid at the unit price per EACH installed. All cost for transportation and planting of the trees shall be included in the pay item.

622.02 Landscaping

The Contractor shall furnish all equipment, labor and material required to complete the landscaping in accordance with the plans / specifications / details, the local agency specifications / ordinances / details, and INDOT specifications/ details.

622.03 Care and Handling of Plants

Balled and Burlapped Stock: For all woody plant material. Exterior plants dug with firm, natural balls of earth in which they are grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of tree or shrub required; wrapped, tied, rigidly supported, and drum-laced as recommended by ANSI Z60.1

Container-Grown Stock: For herbaceous plant material only. Healthy, vigorous, well-rooted exterior plants grown in a container with well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for kind, type, and size of exterior plant required.

Restore planting beds and tree saucers if eroded or otherwise disturbed after finish grading and before planting.

622.06 Planting Season

Provide full Planting Schedule indicating anticipated planting dates for exterior plants.

622.08 Planting, Backfilling, and Watering

Remove burlap and wire baskets from tops of root balls and partially from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.

Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.

622.10 Mulching

Mulch backfilled surfaces of planting beds and other areas indicated with geotextile filter fabric and a 3-inch average thickness of 'double-shredded hardwood bark' organic mulch, and finish level with adjacent finish grades. Do not place mulch against plant stems.

622.18 Care, Inspection, and Replacement

Warranty and maintenance period shall be one (1) year for all landscape work following Substantial Completion, unless otherwise noted. Maintenance shall include pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting plant material to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insects and disease. Restore or replace damaged tree wrappings.

Unhealthy plant material shall be removed and replaced by Contractor at no cost to the Owner during the maintenance period.

SECTION 700 – STRUCTURES

SECTIN 715 – PIPE CULVERTS, AND STORM AND SANITARY SEWERS

715.01 DESCRIPTION: This work shall consist of the construction or reconstruction of pipe culverts, and storm or sanitary sewers, slotted drain pipe, *sump pump connections*, or slotted vane drain pipe in accordance with 105.03.

715.02 MATERIALS: The following shall be added to section 175.02:

(o) Sump Pump Connections

Pipe and fittings used as drainage pipe for sump pump connections shall be SDR 35 or approved equal. A check valve shall be furnished by the contractor and used to make the connection at the right-of-way line where the existing sump pump outlet pipe crosses the right-of-way line. This connection shall be made in accordance with section 715.05. The check valve shall be approved by the engineer, and shall be tested prior to backfilling to ensure it has been installed properly. This item shall be paid for at the contract unit price for "Sump Pump Connection" per LFT.

715.14 BASIS OF PAYMENT: The cost of fittings, check valves, and all other necessary incidentals necessary to construct the sump pump connections shall be included in the cost of the pay item.

SECTIN 718 – VIDEO INSPECTION

718.07 Video Inspection

The contractor shall provide the owner or the owner's representative with the name and qualification of the individual or firm that will be responsible for performing the video inspection of the sewer pipes and underdrains one (1) week prior to the commencement of video inspection. The owner will have the right to approve or deny this individual or firm prior to the start of video inspection.

SECTION 720 – MANHOLES, INLETS, AND CATCH BASINS

720.03 GENERAL REQUIREMENTS: Inlet, catch basin, and manhole castings shall be furnished as the casting type indicated in the City of West Lafayette Typical Construction Guidelines and Details, for the specified drainage structure type, as shown in the plans. The casting, and all necessary work required to install the casting, shall be included in the cost of the manhole, inlet, or catch basin pay items.

720.04 GRADE ADJUSTMENT OF EXISTING STRUCTURES: Whereas in the plans there have been notes made to perform work on the existing structures, the following notes shall be followed:

1. Whereas any note placed in the storm sewer plan and profiles stating “Connect to Existing Manhole” shall require that a hole be cored into the side of the manhole at a size necessary to insert the pipe and the bell at the correct invert elevation at the existing manhole. The cored location shall then be grouted to ensure that the cored hole is waterproof. This work shall be included in the cost of the pipe to be installed.
2. Whereas any note placed in the storm sewer plan and profiles stating “Adjust Casting to Grade” or “Sanitary Manhole Casting, Adjust to Grade” shall require that the manhole, inlet or catch basin be adjusted with rings, cutting, or some other approved method by the engineer in order to adjust the casting to the proper elevation of the roadway or finished grade. Manhole lids shall be removed and replaced with new lids that will be furnished by the City of West Lafayette. The Contractor shall retrieve the new lids from the West Lafayette Street Department and transport the old lids back to the West Lafayette Street Department. This work shall be paid under the pay item “Casting, Adjust to Grade” or “Sanitary Manhole Casting, Adjust to Grade”.

SECTION 800 – TRAFFIC CONTROL DEVICES AND LIGHTING

SECTION 802 – SIGNS

- 802.12 BASIS OF PAYMENT: The cost of sign removal, existing post removal, and all mounting hardware necessary to attach the existing sign to new posts *or new light poles, as indicated in the plans*, shall be included in the cost of the sign relocation.

SECTION 900 – MATERIALS DETAILS

SECTION 906 – JOINT MATERIALS

- 906.02 JOINT SEALING MATERIALS: All expansion joints are to have 4" capped expansion material and then sealed with self-leveling joint sealer (Sonneborn SL1 or equivalent).

SECTION 914 – TOPSOIL MATERIALS

- 914.01 SPECIAL TOPSOIL FOR ROADSIDE DEVELOPMENTS: The topsoil shall be the natural, fertile, friable surface layer of soil obtained from naturally drained areas and free from subsoil, clay lumps, stones, brush, stumps, roots, objectionable weeds or litter (glass, plastic, paper, etc.), excess acid or alkali, or other substances which may be harmful to plant growth or a hindrance to subsequent smooth grading, planting, or maintenance operations. Approximately 80% fines with low plasticity, slow dilatancy, low dry strength; approximately 20% medium sand; wet, dark brown, organic odor, weak reaction with HCl; Roots present throughout.

The pH of the material shall be between 5.5 and 7.6. The organic content shall be not less than two (2) percent or more than twenty (20) percent. The gradation shall be as follows:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
2 Inches	100
1 Inch	85-100
1/4 Inch	65-100
No. 200	20-80

END OF SECTION